A

AGREMENT

January 1949, by and between THE INVINE COMPANY, a corporation organised and existing under the laws of the State of West Virginia, (herein referred to as the Company), party of the first part, and DELHI BRAINAGE DISTRICT, a public corporation existing under the laws of the State of California, (herein referred to as Delhi), party of the second part, and ORANGE COUNTY FLOOD CONTROL DISTRICT, a bedy corporate and politic of the State of California, (herein referred to as the District), party of the third part;

RECITALS

I.

By deed dated January 25, 1929, recorded in Book 256, Page 495 of Official Records of Orange County, California, the Company granted to Belhi an easement for the maintenance, repair, replacement, and operation of a drainage ditch over and along the right of way described in said deed, subject to the reservations, conditions and covenants therein set forth, to which deed reference is here made for full particulars; and Delhi has also acquired and now holds additional rights of way, hereinafter described in paragraph (e) hereof, for a drainage ditch above connecting with the right of way described in said deed.

II.

Delhi has maintained and operated and now maintains and operates a ditch over and along said rights of way for the drainage of lands lying adjacent to and above the same; but, flood and storm waters have been and are finding their way into said drainage ditch so as to subject the adjacent lands to the possibility of flooding.

III.

The District proposes to enlarge, maintain, and operate the drainage ditch heretofore operated by Delhi along the route hereinafter described, in the manner hereinafter more particularly set forth.

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NOW, THEREFORE, in order to carry out the foregoing intents and purposes and for the considerations hereinbefore and hereinafter set forth, it is hereby mutually agreed by and between the parties herete. each with the other, as follows, to-wit:

District has heretofore prepared plans showing the width. (2) depth and general construction of the ditch to be enlarged, maintained. and operated by it along and upon the right of way hereinafter particularly described for the uses and purposes hereinbefore and hereinafter set forth, said plans and any supplements or amendments thereto being now on file and at all times hereafter to be kept on file in the office of the District. That said plans have been inspected and are hereby approved by each of the parties to this agreement; that any plans supplemental to or amendatory of said original plans shall be inspected and approved in writing by all of the parties hereto before work is started thereon. District hereby agrees to construct said ditch in accordance with said approved plans and any plans supplemental thereto or amendatory thereof which shall be approved by the parties herete, and after said ditch is constructed, to maintain said ditch in accordance with said approved plans and any plans supplemental thereto or amendatory thereof and at all times to operate said ditch and the right of way upon which said ditch is constructed in accordance with the terms of this agreement. True and correct copies of said plans and all supplements thereto are to be given to first and second parties hereto.

That District has acquired necessary rights of way and will continue to acquire necessary rights of way in order that it may construct a ditch of sufficient capacity to carry at all times in the future the drainage waters of Delbi from the lands now being drained inte said ditch and in addition thereto, such quantity of storm and flood waters of District as it is now shown by said plans that said ditch can adequately earry. That all costs and expenses of said necessary rights of way, the procurement of the same, and the construction of said enlarged drainage and flood control ditch shall be paid by District.

That at all times after it has constructed said ditch in accordance wi h said plans and placed the same in operation, District shall at its own expense, maintain and operate said ditch in such a manner and to such capacity as shall allow adequate drainage for the purpose for which said ditch was originally constructed for Delhi and for the purpose of carrying the sterm and flood waters of District in the amount hereinbefore set forth in paragraph (a). That all owners of land within the present boundaries of Belhi and of such additional lands not to exceed 100 acres as may hereafter be annexed to Delhi shall continue to have the same right of access to and the use of said ditch for the proper drainage of their lands, either by underground pipe line or surface laterals or other reasonable means as they had at the time of the construction, taking over, maintaining, and operating of said enlarged ditch by District, and that in the enlargement and construction of the ditch. District shall conduct its operations in such a manner so as not to obstruct or interfere unnecessarily with the present drainage outlets or laterals into said ditch of landowners within Delhi District. or the water draining inte said ditch through said outlets or laterals, District, however, at all times while it is in control of the operation of said ditch shall have the right to make and enforce reasonable rules and regulations to govern th. pair, construction, and maintenance of old and new drainage outlets into said ditch and to supervise the repair. construction, and maintenance of same, and to see that such rules and regulations are complied with.

(c) It is further understood and agreed by and between the parties hereto that District shall not at any time in the future suffer, permit, or allow storm, flood or other waters to flow into or enter said ditch to such an extent or volume as to substantially interfere with or prevent the landowners within the boundaries of Delhi from the use of said ditch for the proper and reasonable drainage of their said lands into the same to the extent and in the manner hereinbefore set forth. That in the event flood or other waters beyond the capacity of said ditch for the

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purposes aforcasid are flowing into or being diverted into the same, either by District or others not parties to this agreement, or there is reasonable ground to believe that there is a threat to divert such fleed or other waters into said ditch beyond the capacity L'oresaid, District agrees to join with Delhi in taking proper measures for the prevention of the entry of such waters into said ditch and also to enjoin such threatened entry by such legal or other proceedings as may be determined to be necessary by Delhi and District;

- (d) That said ditch upon said easement and right of way shall be used, operated, and maintained by the District in the manner, to the extent and for the purposes set forth in this agreement, and none other.
- (e) The parties herete agree that said ditch shall be located, maintained and operated subject to the rights, covenants, reservations and restrictions hereinbefore and hereinafter set forth, over and along the right of way hereinafter particularly described in paragraph (f), and over and along the right of way the boundaries of which are delineated in red on a map annexed herete, marked Exhibit MAS which is hereby referred to and made a part of this agreement.
- (f) In consideration hereof, the Company hereby agrees, subject to the reservations, covenants and conditions hereinbefore and hereinafter in this agreement set forth, that the District and Delhi shall have the perpetual right to occupy and use for drainage, flood and storm water channel purposes the following described might of way over and across lands now owned by the Company, together with the right of ingress to and egress from said right of way for the purposes aforesaid over the lands of the Company adjacent to said right of way by the shortest and most practicable route or routes from and to the nearest public road or roads now existing or hereafter established, and over and along the said right of way, to-wit:

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31 32 All those sertain parcels of land hereisafter designated as Farcels Fos. 1 to 7, both inclusive, and being particus of Lot 142, Block 6; of Lots 149 and 146 and 151, Block 5 and of Let 152, Block 51 of Irvine Subdivision as shown by mag. filed in Book 1, Page 58, Miscellaneous Haps, Records of Grange Sounty, Salifernia, lying adjacent to the Bertheasterly and Easterly line of Tract 456 as shown by mag filed in Book 17, Page 9, Miscellaneous Maps, Records of said County, also pertions of Lots 101, 102, 103 and I, Tract Ho. 706, as shown by Map filed in Book 21, Page 25, Miscellaneous Maps, Records of said County, all more particularly described as follows, to-wit:

PARCEL 1

All that portion of Let 142, Block 6 of said Irvine Subdivision lying between the Easterly line of Let 4, Tract No. 456 referred to above, and a line parallel and/or consentric with and distant 40 feet Easterly at right angles and/or radially from the following described line:

Beginning at a point in the center line of the original 60 feet in width right of way of Newport Avenue, distant thereon N. 39° 49: 10° E. 958.34 feet from a bolt in the paving marking the intersection of the center line of Palisades Road with the said center line of Newport Avenue and running thence S. 5° 10: 50° E. 30.51 feet to the beginning of a curve, tangent, cencave Westerly and having a radius of 500 feet;

Thence Southerly along said curve thru a central angle of 17° 42: 50", an are distance of 154.58 feet to a line tangent;

Thence S. 120 32: 00 W. 315. 05 feet along said tangent line to the beginning of a curve, tangent, concave Easterly and having a radius of 150 feet:

Thence Southerly along said curve, thru a central angle of 42° 33: 40", an are distance of 111.42 feet to a line, tangent:

Thence S. 30° 01° 40° E. 93.20 feet along said tangent line to the beginning of a curve, tangent, concave Westerly and having a radius of 150 feet;

Thence Southerly along said curve, thru a central angle of 52° 36°, an are distance of 137.79 feet to a line tangent:

Thence S. 220 36: 20" W. 271.52 feet along said tangent line to the beginning of a curve, tangent, concave Easterly and having a radius of 150 feet;

Thence Southerly along said curve, thru a central angle of 69° 39° 40", an arc distance of 182.37 feet to a line tangent;

1 Thence S. 47° 03° 20" E. 51.77 feet along said tangent line to the beginning of a curve, tangent, con-2 cave Southwesterly, and having a radius of 500 feet; 3 Thence Southeasterly along said curve, thru a central angle of 250 101 150, an are distance of 351.45 feet 4 to a line tangent. Thence S. 21° 53° 05° E. SS. 24 feet along said tangent line to the beginning of a curve, tangent, concave Southwesterly and having a radius of 1000 feet; 5 6 7 Thence Southeasterly along said curve, thru a central angle of 60 12: 15", an are distance of 106.46 feet 8 to a line tangent; 9 Thence S. 15° 40: 10" E. 79.42 feet along said tangent line to the beginning of a curve, tangent, consave Westerly and having a radius of 300 feet; 10 77 Thence Southerly along said ourve, thru a central angle of 230 180 500, an are distance of 122.07 feet 12 to a point in the center line of Palicades Road distant thereon N. 50° 11' 20" W. 1171.44 feet from 13 its intersection with the center line of Santa Ana 14 Avenue. 15 PARCEL 2 16 All that portion of Lot 149 Block 5 of said Irvine Subdivision, lying between the Northeasterly line of Tract No. 456 hereinbefore referred to, and a line parallel and/er concentric with and distant 50 feet 17 Easterly and Northeasterly at right angles and/or radially from the following described line: 18 19 Beginning at a point in the center line of Palicades Road distant thereon N. 500 110 200 W. 1169.95 feet 20 from its intersection with the center line of Santa 21 Ana Avenue and running thence S. 120 58: 50" W. 329.52 feet to the beginning of a curve, tangent, concave Easterly and having a radius of 150 feet; 22 23 Thence Southerly along said curve, thru a central angle of 530 170, an are distance of 139.50 feet to 24 a line tangent: Thence S. 400 15: 10" E. 926.50 feet along said 25 28 27 Palisades Road. 28 PARCEL 3 29 30

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tangent line to a point in the center line of Santa Ana Avenue distant thereon 8. 390 49: 10" W. 533.21 feet from its intersection with the center line of All that portion of Lot 146, Block 5 of said Irvine Subdivision lying between the Northeasterly line of said Tract No. 456 and a line parallel and/or concentric with and distant 75 feet Wortheasterly at right angles and/or radially from the following described line: - 6 -

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Beginning at a point in the center line of Santa Ama Avenue distant thereon S. 39° 49° 10° W. 533.21 feet from its intersection with the center line of Palisades Read and running thence S. 40° 30° 45° E. 396.00 feet to the beginning of a curve, tangent, concave Northeasterly and having a radius of 150 feet;

Thence Southeasterly and Easterly along mid ourve, thru a central angle of 51° 36' 50", an are distance of 133.82 feet to a line, tangent;

Thence N. 550 22' 25" E. 109.12 feet to the beginning of a curve, tangent, concave Southwesterly and having a radius of 300 feet.

PARCEL 4

All that pertion of Lot 146, Block 5 of said Irvine Subdivision lying between the Northeasterly and Easterly line of said Tract No. 456 and a line parallel and/or concentric with and distant 50 feet Northeasterly and Easterly at right angles and/or radially from the following described line:

Beginning at the point last described in Parcel 3 above, being the beginning of a curve, concave Southwesterly and having a radius of 300 feet and running thence Southeasterly along said curve, thru a central angle of 38° 25° 45°, an are distance of 201.21 feet to a line, tangent;

Thence S. 530 11 50 E. 153.24 feet along said tangent line to the beginning of a curve, tangent, concave Northeasterly and having a radius of 200 feet;

Thence Southeasterly along said curve thru a central angle of 360 46' 10" an are distance of 126.47 feet to a line, tangent;

Thence East 17.04 feet along said tangent line to the beginning of a curve, tangent, concave Southwesterly and having a radius of 250 feet.

Thence Southeasterly along said ourve, thru a central angle of 42° 03' 40°, an are distance of 183.53 feet to a line tangent;

Thence S. 47° 56° 20° E. 141.49 feet along said tangent line to the beginning of a curve, tangent, concave Westerly and having a radius of 150 feet;

Thence Southerly along said curve, thru a central angle of 66° 03° 20°, an are distance of 172.93 feet to a line, tangent;

Thereo S. 150 071 W. 89.86 feet along said tangent line to the beginning of a surve tangent, concave Westerly and having a radius of 3000 feet;

Thence Southerly along said curve, thru a central angle of 50 03: 40", an are distance of 422.05 feet to a line, tangent;

Thence S. 260 10: 40" W. 360.50 feet along said tan-1 gent line to the beginning of a curve, tangent, concave Northwesterly and having a radius of 400 feet; 2 Thence Southwesterly along said curve, thru a central 3 angle of 200 171 200, an are distance of 141.64 feet to a line, tangent; Thence S. 460 281 W. 410.63 feet along said tangent 5 line to the beginning of a curve, tangent, conceve Northwesterly and having a radius of 500 feet; 6 Thence Southwesterly along said curve, thru a central angle of 25° 49' 05", an arc distance of 225.30 feet 7 8 to a line, tangent: Thence S. 720 17: 05" W. 409.71 feet to the beginning of a curve, tangent, concave Southeasterly and having a radius of 250 feet; 11 Thence Southwesterly along said curve, thru a central angle of 35° 53° 05°, an are distance of 156.58 feet 12 to a line, tangent: 13 Thence S. 36° 24° W. 162.56 feet along said tangent line to a point in the center line of Mess Brive, distant thereon E. 500 110 200 E. 1391.84 feet from 14 its intersection with the center line of Santa Ana 15 Avenue. 16 PARCEL 5 17 A strip of land 70 feet in width in Tract No. 706 hereinbefore referred to, including portions of Lots 101, 102, 103 and X thereof and being 50 feet Easterly and Northeasterly and 20 feet Westerly and 18 19 Southwesterly of the following described line: 20 Beginning at a point in the center line of Mesa Drive, distant thereon 8. 50° 11° 20" E. 1391.84 feet from 21 its intersection with the center line of Santa Ana Avenue and running thence S. 36° 24 w. 129.35 feet 22 to the beginning of a curve, 'tangent, concave Easterly and having a radius of 250 feet; 23 Thence Southerly along said curve, thru a central 24 angle of 50° 58° 10", an are distance of 222.40 feet to a line, tangent; 25 Thence S. 140 34: 10" E. 111.53 feet along said tan-26 gent line to the beginning of a curve, tangent, concave Mortheasterly and having a radius of 600 feet; 27 Thence Southeasterly along said curve, thru a central angle of 26° 57° 15", an are distance of 303.21 feet 28 29 to a line, tangent; Thence S. 430 31: 25" E. 158.21 feet along said tan-30

31 32 gent line to the beginning of a curve, tangent, concave Northeasterly and having a radius of 900 feet;

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31 32 Thence Southensterly along said enve, thru a central angle of 17° 59°, on use distance of 262,66 feet to a line, tangent;

Thence 8. 61. 30. 25" E. 64.33 feet along said tangent line to the beginning of a curve, tangent, comeave Hortheasterly and having a radius of 300 feet;

Thence Southenaterly along said curve, thru a central angle of 27° 54° 55°, an are distance of 144.42 feet to a point on a line, tangent.

PARCEL 6

A strip of land 60 feet in width in said Tract No. 706, including portions of Lots 103, X and Y and being 30 feet on either side of the following described line:

Beginning at the point on a tangent line last described in Parcel 5 above, said point being the end of a curve of 300 feet radius, and running thence S. 59° 05: 20° E. 217.37 feet to the beginning of a curve, tangent, concave Southwesterly and having a radius of 277.72 feet;

Thence Southeasterly along said surve, thru a central angle of 27° 24; 55%, an are distance of 132.89 feet to a point of compound surve, comeave Westerly and having a radius of 195.00 feet;

Thence Southerly along said curve, thru a central angle of 108° 36' 15", an arc distance of 369.74 feet to a point of compound curve, concave Northwesterly and having a radius of 646.40 feet;

Thence Sout sterly along said curve, thru a central angle of 15 11 25, an are distance of 205.85 feet to a line tangent;

Thence 8. 650 091 15" W. 7.62 feet along said tangent line to the beginning of a curve, tangent, concave Southeasterly and having a radius of 400 feet;

Thenec Southwesterly along said curve, thru a central angle of 18° 47° 50° an arc distance of 131.23 feet to a line tangent:

Thence 8. 46° 21' 25" W. 216.35 feet to a point in the Southwesterly line of Tract No. 706 hereinbefore referred to, distant thereon 8. 50° 02' 20" E. 7.64 feet from Sta. "F" Tract No. 376 as shown on Map of said Tract No. 706;

PARCEL 7

A strip of land 50 feet in width in Let 151, Block 5 and in Lot 152, Block 51 of the said Irvine Subdivision being 30 feet Northwesterly and 50 feet Southeasterly of the fellowing described line:

Beginning at a point in the Seathwesterly line of Tract No. 706, hereinbefore referred to, distant thereon S. 500 02: 20" E. 764 feet from Sta. "F" Tract No. 376 as

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as shown by Map of said Trant No. 706, and remaing themes S. 46° 21: 25° W. 1.62 feet to the beginning of a curve, tangent, sometre Morthwesterly and having a radius of 2000 feet;

Thence Southwesterly along said ourse, thru a contral angle of 26° 40', an are distance of 530.84 feet to a line tangent;

Thence 8. 73° 01' 25" W. 364.32 feet along mid temgent line to a point from which a 4" x 4" concercts monument marking Sta. 67 of 'Tide Land Boundary Burvey' as shown by Map on file in the office of the Surveyor of Grange County, Galifornia, bears 8. 31° 04' E. 85.97 feet.

Subject to allegristing rights, easements and rights of way of record affecting any or all of the above parcels, if any.

RESERVING HOWEVER, unto the Company, its successors and assigns, the right to lay, install, construct, replace, repair, maintain, operate and use over, under, across and along the said right of way roads and bridges for ordinary travel, and pipe lines, conduits and other lines and works of any and all kinds for mater, oil, gas, electricity, telephone and telegraph, and any and all other uses and purposes whatsoever not inconsistent with the full use and enjoyment of the rights herein previded, together with the right to grant easements to others for any of said purposes, subject to the rights hereby provided; provided, that the rights herein reserved shall be exercised and used in such manner as not to materially interfere with the rights herein provided.

RESERVING ALSO, unto the Company, its successors and assigns, the right to remove for its own use any and all dredged material from the drainage and storm water channel herein described and deposited by the District on either bank thereof within the confines of said right of way, insofer as such material is not deemed necessary by the District to remain to stabilize bank protection and provide readway for operation and maintenance.

RESERVING FURTHER, unto the Company, its successors and assigns, the right to the free flow through said drainage and storm water channel of all unters naturally draining from the lands lying adjacent thereto and above the same, and the right at its expense to install, replace, ***** 180° me 442

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repair, maintain, operate and use within the limits of the right of way hereinabove described may and all drainage inlets now existing or that may hereafter be installed by the Company, the encouseurs and assigns, in such names as not to obstruct the readway or the flow of the aforesaid waters.

The use of the foregoing right of way by the District and Belhi shall be subject to the reservations hereinbefore set forth, and to all of the reservations, covemants and conditions set forth in said Deed of 9 January 26, 1929, hereinbefore referred to in Paragraph I of the Recitals 10 hereof, which said reservations, covenants and conditions shall continue Il in full force and effect except insofar as the same may be inconsistent with the covenants, conditions and restractions hereinbefore and hereinafter set forth, and subject also to the following sevenante and conditions, to-wit:

- (1) That said right of way shall be used by the District and/or Delhi for the drainage and storm water channel purposes hereinabove specified, and for no other use or purpose whatsoever, in the manner herein provided.
- That said drainage and storm water channel shall be maintained at not less than the especities shown on the plans therefor consurrently approved by the parties hereto as hereinbefore provided.
- (g) For the foregoing considerations, Company agrees, subject to the reservations, covenants, and conditions hereinbefore in this agreement set forth, that District and Delhi shall have the right at all times in the future to occupy and use for drainage, flood and storm water channel purposes the lands within the right of way hereinbefore particularly described in paragraph (f) of this agreement.
- In consideration hereof, Delhi hereby quitelaims unto the Company any and all right, title and interest of Belhi in and to all portions of the easement or right of way described in said deed of Jamary 26, 1929, and in any other conveyance heretefore made by the Company to Delhi not embraced within the right of way hereinbefore described in

paragraph (f) of this agreement. IN WITHESS WHEREOF, each of the parties herete has executed this agreement by its officers thereunto duly authorized with its efficial seal affixed the day and year first above written. THE IRVINE COMPANY PARTY OF THE FIRST PART DELET DRAINAGE DISTRICT

ORANGE COUNTY FLOOD CONTROL DISTRICT

Orange County Flood Control District.

of the Board of Supervisors of the Orange County Flood Control District.

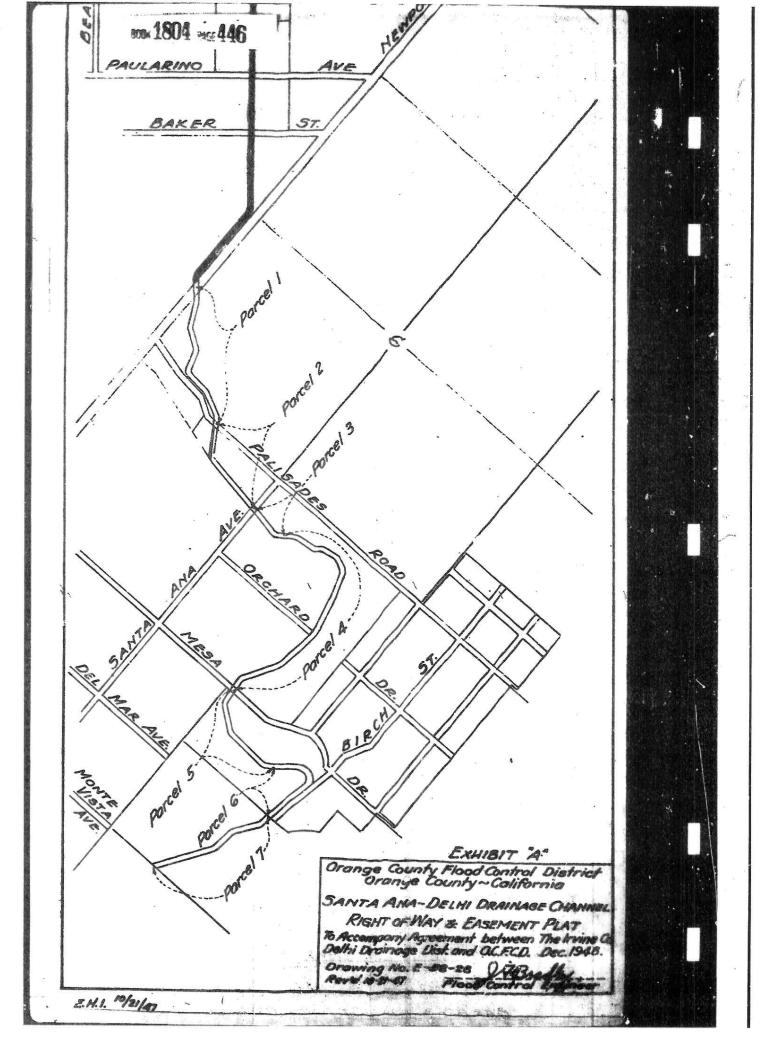
PARTY OF THE THIRD PART

ATTEST:

PARTY OF THE SECOND PART

1804 mg 444 STATE OF CALIFORNIA 1 COUNTY OF CHARGE 2 on this the day of filmour, 1949, before me, the undersigned, a Motary Publis in and for fuld County and State, personally appeared W. B. HELLIS, known to me to be the Vice-President, and CHAS. M. PLEM, known to me to be the Secretary, of The Irvine Company, the comparation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the comparation therein named and acknowledged to me that such comparation 3 executed the same. WITNESS my hand and official soal. 9 County and State. . 10 STATE OF CALIFORNIA 11 COUNTY OF ORANGE 12 on this day of , 1949, before me, the undersigned, a Notary Public in and for said County and State, personally appeared known to me to be the Presi-13 14 known to me to be the Secdent, and retary of Delhi Brainage District, the public corporation that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of the public corporation 15 16 therein named and acknowledged to me that such public corporation executed 17 the same. WITNESS my hand and official seal. 18 19 Notary Public in and for said 20 County and State 21 My Commission engires Feb. 8, 1952 STATE OF CALIFORNIA 22 COUNTY OF CRANCE 23 On this 14th day of January , 1949, before we, the undersigned, a Notary Public in and for said County and State, personally appeared WILLIS H. WARNER , known to me to 24 known to me to 25 be the Chairman of the Board, and B. J. SMITH, known to me to be the County Clerk and ex-officio Clerk of the Board of Supervisors of Orange 26 County Flood Control District, the body corporate and politic that executed the within and foregoing instrument, and known to me to be the persons who executed the within instrument on behalf of said District 27 therein named and acknowledged to me that such District executed the same 28 29 WITHERS my hand and official soal. 30 Pablic in and for mid 31 County and State. 32 P's commission expires December 31, 1950 - 13 -





30m 1804 70c447

FLB8-1949
B.J. SMITH

FEB 21 1940 as 1.35 C.M.

STR. 1801 ac. 132

CONTROLAL RECORDS

Comago County, California

Operly M. Farland.

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Becorded and Compared. Suby McParland, County Recorder. By Deputy