

11-15891 620

Return to:
County of Orange
P. O. Box 1878
Santa Ana, Calif. 92702
Attn: Robert Livingston
Right-of-way Engineering

17225

EXEMPT
C9

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.
RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA
50 4th 3 PM NOV 14 1975
J. WYLIE CARLILE, County Recorder

Facility No: F05P19
Parcel No: 103

EASEMENT DEED

No. CONSIDERATION
No STAMPS
W.H. Bruns
agent

For a valuable consideration, receipt of which is hereby acknowledged,

KAISER-AETNA, a California
General Partnership, hereinafter
referred to as "GRANTOR",

does hereby Grant to the

COUNTY OF ORANGE, a body corporate
and politic, hereinafter referred
to as "GRANTEE",

a perpetual non-exclusive flood plain easement for the purpose of imposing certain
restrictions, as in this document hereinafter provided, on GRANTOR's use of the
real property in the County of Orange, State of California, described as:

That portion of Lot 10 of the Rancho Canada de Los Alisos, in
the county of Orange, state of California, as shown on a map recorded
in book 3, pages 290 and 291 of Miscellaneous Records, in the office
of the County Recorder of Los Angeles County, California, described as
follows:

Beginning at the most westerly corner of Lot 1 of Tract No. 7707,
per map recorded in book 333, page 16 to 19, inclusive, of Miscellaneous
Maps in the office of the County Recorder of said Orange County; thence
S. 29° 18' 12" E., 115.00 feet along the southwesterly line of said lot
and its southeasterly prolongation; thence S. 24° 06' 35" E., 110.45 feet;
thence S. 29° 18' 12" E., 303.19 feet to the TRUE POINT OF BEGINNING; thence
S. 83° 30' 00" W., 65.78 feet; thence S. 41° 33' 09" W., 58.80 feet; thence
S. 9° 10' 14" W., 225.89 feet; thence S. 78° 41' 33" W., 152.96 feet; thence
S. 35° 10' 20" W., 182.28 feet; thence S. 87° 47' 51" W., 78.06 feet; thence
N. 50° 04' 47" W., 63.89 feet; thence N. 1° 00' 48" W., 63.35 feet; thence
N. 67° 48' 35" W., 150.00 feet; thence S. 87° 36' 51" W., 48.04 feet; thence
N. 13° 06' 33" W., 74.95 feet; thence N. 13° 43' 56" E., 90.60 feet; thence
N. 25° 14' 28" W., 51.80 feet; thence N. 13° 50' 15" E., 92.98 feet; thence
S. 36° 35' 58" E., 129.73 feet; thence S. 11° 39' 37" W., 138.06 feet; thence
S. 59° 13' 53" E., 251.34 feet; thence N. 29° 16' 08" E., 165.75 feet; thence
N. 39° 35' 17" E., 67.48 feet; thence S. 85° 59' 09" E., 41.14 feet; thence
N. 58° 12' 53" E., 69.86 feet; thence N. 6° 47' 20" E., 157.19 feet; thence
N. 52° 32' 22" E., 97.01 feet; thence N. 84° 20' 00" E., 51.35 feet to a
point on that certain course hereinabove described as having a bearing of
S. 29° 18' 12" E., and a length of 303.19 feet, said point being distant
N. 29° 18' 12" W., 92.46 feet measured along said certain course from the
TRUE POINT OF BEGINNING; thence S. 29° 18' 12" E., 92.46 feet along said
certain course to the TRUE POINT OF BEGINNING.

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GRANTOR covenants and agrees that GRANTOR's continuing use of the easement area described herein shall be subject to the following express conditions and limitations:

- A. No excavations or removal of rock, sand, gravel or other materials shall be performed.
- B. No structures shall be constructed within the easement area without the plans therefor having first been approved in writing by the Director of the Orange County Environmental Management Agency.
- C. No grading or landfilling shall be performed without the prior written approval of the Director of the Orange County Environmental Management Agency having been obtained.
- D. GRANTOR shall perform all maintenance of the easement area and related facilities installed by GRANTOR.
- E. GRANTOR, his successors or assigns, shall save GRANTEE, its agents, officers and employees harmless from any and all penalties, liabilities or losses resulting from claims or court action arising directly or indirectly out of any damage or injury to persons or property by reason of the actions or omissions of GRANTOR or his successors or assigns in exercising any use of the property described herein or in consequence thereof.
- F. GRANTOR, his successors, or assigns, will hold GRANTEE harmless from any loss or claims for damage resulting from the inadequacy of the design of any building or other permanent structure upon said land.
- G. GRANTOR, his successors, or assigns, agrees to hold GRANTEE harmless from damage caused by flood or overflow conditions.

GRANTEE's review and approval as required in paragraphs B and C above shall be limited to the abatement of excessive adverse encroachment on the floodplain and/or determination of the adequacy of structure flood protection.

KAISER-AETNA, a California
General Partnership

Dated: November 12, 1975

By Elias John Garcia
Its duly authorized agent

STATE OF California)

COUNTY OF Orange) SS.

On November 12, 1975

and for said State, personally appeared

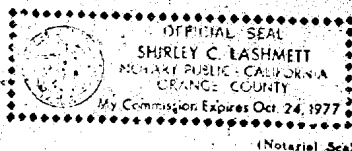
Elias John Garcia

known to me to be the duly authorized agent of all of the partners of the partnership that executed the within instrument, and acknowledged to me that he executed the same for and on behalf of said partnership and that such partnership executed the same.

WITNESS my hand and official seal.

Signature

Shirley C. Lashmett
Shirley C. Lashmett



ned, a Notary.

the person who
med, and acknow-

County and State

KAISER **ETNA**

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FRED W. GREENLAW
PRESIDENT

Elias John Garcia

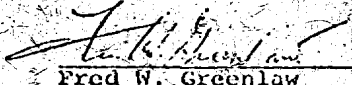
Subject: Delegation of Authority

Pursuant to Sections 6.5.6 and 6.6 of the Kaiser Etna Partnership Agreement dated July 9, 1969, as amended, and Section XII of the Initial Delegation made pursuant thereto, I hereby delegate to you the following power and authority subject only to the limitations expressly set forth hereinafter:

1. To prepare and execute applications to appropriate governmental bodies for licenses, permits and approvals as may be necessary and appropriate and, further, to grant easements and licenses to governmental bodies having the power of eminent domain, and, further, to make applications to city and county authorities for zoning, zoning variations, and changes in zoning, and make application and sign maps for preliminary and final parcel or subdivision maps.
2. To enter into and execute, on behalf of Kaiser Etna, all documents required for processing subdivision agreements and indemnity agreements for amounts not in excess of \$100,000, but only in connection with the development of residential housing of all types by Ponderosa Homes Division of Kaiser Etna.

Provided only that the foregoing authority shall be executed only in connection with the assets and affairs pertaining to the project of Kaiser Etna known as Ponderosa Homes and provided, further, that you shall not enter into any contract, agreement or undertaking, including, without limitation, all subdivision bonds or applications to city, county or state authorities by which the partnership Kaiser Etna or any partner is subjected to possible claims and which are not expressly limited to the assets of the partnership except contracts involving less than \$50,000 and which expire in less than twelve (12) months and which are in the ordinary course of business of the Ponderosa Homes project; provided, further, that all contracts in excess of \$5,000 and not on Kaiser Etna forms shall have prior approval of counsel.

Dated: April 28, 1975.


Fred W. Greenlaw
President and Chief Executive Officer

FWG:Pir

cc: R. G. Galloway
K. G. Snyder
J. W. Temple

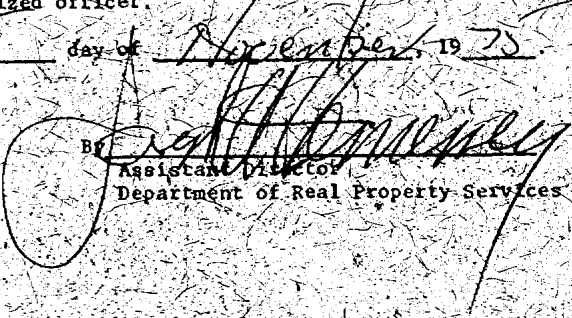


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CERTIFICATE OF ACCEPTANCE

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 February 16, 1965, and the grantee consents to recordation thereof by its duly authorized officer.

Dated this 15 day of November, 19 75

By 
Assistant Director
Department of Real Property Services