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Project No. E1
Santa Ana River
Channel
Parcel No. 1201

762

HUNTINGTON BEACH STATE PARK
ORANGE COUNTY FLOOD CONTROL DISTRICT
FLOOD CONTROL EASEMENT

THIS AGREEMENT, made and entered into this 16th day of January, 1959, by and between the STATE OF CALIFORNIA, acting by and through its State Park Commission, hereinafter referred to as "State", and the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "District",

W I T N E S S E T H:

WHEREAS, an application has been made by District for an easement for flood control purposes across a portion of Huntington Beach State Park to construct and maintain certain channel improvement facilities on the Santa Ana River; and

WHEREAS, the proposed flood control work will be beneficial to the State Park System in the alleviation of damage to State park lands through the periodic flooding of the Santa Ana River; and

WHEREAS, Section 5003 of the Public Resources Code of the State of California, provides that State may enter into contracts to provide for the care, maintenance and protection of State park lands,

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

I.

State pursuant to authority contained in Section 5003 of the Public Resources Code of the State of California,

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1 does hereby grant to District an easement for flood control
2 purposes in, over and across the following described real
3 property situate in the County of Orange, State of California,
4 to-wit: *Esmt pt SW 1/4 SE 1/4 Sec 19-6*

5 That portion of the following described land:

6 That portion of Section 24, Township 6 South, Range 11 West, and that portion of Section 19,
7 Township 6 South, Range 10 West, all in the
8 Rancho Las Bolsas, County of Orange, State
9 of California, included within the area shown
10 on a map filed in Book 35 pages 9 to 13 in-
11 clusive, of Record of Surveys, in the office
12 of the County Recorder of said County, described
13 as a whole as follows:

14 Beginning at the intersection of the south-
15 westerly line of the right of way of the
16 Pacific Electric Railway Company with the
17 north and south centerline of said Section
18 24; thence southeasterly along said south-
19 westerly right of way line to its intersection
20 with the easterly line of the Rancho Las
21 Bolsas; thence southerly following said Rancho
22 line to the line of ordinary high tide of the
23 Pacific Ocean; thence northwesterly along said
24 ordinary high tide line to the north and south
25 center line of said Section 24; thence north
26 on said center line to the point of beginning.

27 EXCEPT that portion thereof described as
28 beginning at a point on said north and south
29 center line of Section 24, said point being
30 30 feet southwesterly measured at right angles
31 from the southerly line of the right of way
of the Pacific Electric Railway Company; thence
southeasterly 142.52 feet parallel with said
southerly line of said right of way; thence
southwesterly 107.00 feet at right angles to
said southerly line of said right of way;
thence North 56° 25' West, 13.00 feet, more or
less, to a point which is easterly 45.00 feet
measured at right angles from the said north
and south center line of Section 24; thence
southerly and parallel with said center line to
the shore line of the Pacific Ocean; thence
northwesterly along said shore line to said
center line; thence northerly along said center
line to the point of beginning.

ALSO EXCEPT that portion thereof within a strip
of land 15 feet wide, the east boundary line
of which is described as follows: Beginning
at the point where the south line of the north-
east quarter of the southeast quarter of
Section 18, of said Township 6 South, Range 10

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West, intersects the easterly boundary of the Rancho Las Bolsas; thence southerly along the eastern boundary of the lands of the Willow Land Company lying west of the Santa Ana River to the Pacific Ocean, being the land conveyed to the city of Santa Ana by deed recorded in Book 218 page 57 of Deeds.

ALSO EXCEPT that portion thereof described as follows: Beginning at a point on the westerly right of way line of the Santa Ana-Anaheim joint outfall sewer, South $15^{\circ} 45'$ West, 683.98 feet and North $74^{\circ} 15'$ West, 15.00 feet from Surveyor's Station No. 68, a point on the easterly boundary line of the Rancho Las Bolsas, as described in Book 1, pages 443 and 444, and in Book 2 pages 332 and 333 of Patents, records of Los Angeles County, California; thence North $74^{\circ} 15'$ West 10.00 feet; thence North $15^{\circ} 45'$ East, 40.00 feet; thence South $74^{\circ} 15'$ East, 10.00 feet to a point on the westerly right of way line of said Santa Ana-Anaheim joint outfall sewer; thence South $15^{\circ} 45'$ West, 40.00 feet along said line to the point of beginning.

That lies easterly and southeasterly of a line described as follows: Commencing at a point on the easterly line of Rancho Las Bolsas, as said line is shown on a map filed in Book 28, page 17 of Record of Surveys in the Office of the County Recorder of Orange County, California, said point being described on said map as "Pd. 1" iron rod Sta. 4+26.35"; thence S. $15^{\circ} 48' 40''$ W. along said Rancho line, 202.47 feet to a point described on said map as "Sta. 6+30.82 Set 1" I.P.", said point being also at the intersection of the southerly line of the Pacific Electric Railway Company right of way as shown on said map; thence N. $53^{\circ} 58' 30''$ W. along said southerly right of way line, 4.46 feet to the true point of beginning of the line to be described; thence S. $36^{\circ} 01' 30''$ W., 374.00 feet; thence S. $24^{\circ} 59' 14''$ W., 327 feet more or less to a point on the mean high water line of the Pacific Ocean.

Said property being more particularly shown in green on the map attached hereto entitled, "Santa Ana River, Channel E-1, Part 1, Drawing No. E1-701-1, Sheet 3 of 30," marked Exhibit "A" and by this reference thereto made a part hereof.

II.

State further grants to District permission to enter upon the area shown in red on said Exhibit "A" until such time

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1 as the construction of the flood control facilities by District
2 is completed. In no event shall District, its agents or con-
3 tractors erect, construct or place any structure of a perman-
4 ent nature on the area shown in red on Exhibit "A" attached.
5 District shall notify State upon the completion of the con-
6 struction as herein contemplated.

7 III.

8 District shall immediately commence construction of
9 a woven wire fence at least five (5) feet in height along the
10 entire length of the western line of the area shown in red on
11 Exhibit "A" from the high tide line to the northerly line of
12 said park. Construction of said fence shall be diligently
13 prosecuted to completion and shall be maintained in a condi-
14 tion satisfactory to State.

15 IV.

16 Upon completion of the construction of the flood
17 control facilities, District's use of the area, outlined in
18 red on said Exhibit "A", shall terminate and no further entry
19 by District upon the area outlined in red will be permitted
20 without the consent of State first had and obtained.

21 V.

22 Upon completion of the construction of the flood
23 control facilities, District shall at its sole cost and
24 expense remove the woven wire fence set forth in Article III
25 above and shall restore the area outlined in red on Exhibit
26 "A" attached, to the satisfaction of the State Park District
27 Superintendent or his authorized representative.

28 VI.

29 Upon completion of the construction of the flood
30 control facilities, District shall at its sole cost and
31 expense, construct and maintain to the satisfaction of State

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1 a permanent chain link fence at least six (6) feet in height,
2 ~~with the addition of 3-strands of barbed wire on top, making~~
3 ~~a total of seven (7) feet in height,~~ along the westerly line
4 of the area outlined in green on said Exhibit "A" from the
5 high tide line to the most northerly corner of said area out-
6 lined in green.

7 VII.

8 District agrees to replace that portion of the park
9 fence removed for construction purposes along the northerly
10 boundary of the area outlined in red on said Exhibit "A" and
11 along the westerly boundary along said area outlined in red
12 from the most northerly corner of the area outlined in green
13 to the northern park boundary. Said last mentioned fence to
14 be a chain link #6 wire, double dipped, galvanized fence, six
15 (6) feet in height with additional brackets and 3-strands of
16 barbed wire to match the existing park fence.

17 VIII.

18 As a consideration for this grant of easement, District
19 agrees to pay State the sum of \$14,500.00 upon demand after
20 execution of this agreement by State.

21 IX.

22 District agrees to release, and to protect and save
23 harmless State, to the extent permitted by law, from any and all
24 loss and/or liability on account of injury, loss or damage to
25 persons or property suffered or sustained in, on or about said
26 premises by any person whomsoever in any manner arising by reason
27 of the use or occupancy of said premises by District or by any
28 person claiming under it, and in connection therewith, District,
29 its agents or contractors, shall at all times during the con-
30 struction of the flood control facilities herein contem-
31 plated, maintain or shall cause to be maintained in full

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1 force and effect, with respect to this permit, a policy or
2 policies of Public Liability and Property Damage Insurance
3 with minimum limits of \$100,000/\$1,000,000 Public Liability
4 and at least \$100,000 Property Damage Liability, naming the
5 State of California, the State Park Commission, and the
6 officers, agents and employees thereof, as additional insured.
7 Said policy or policies shall contain endorsement providing
8 that the insurance company will not cancel such policy or
9 policies without thirty (30) days prior written notice to the
10 State and that the State is not liable for the payment of any
11 premiums or assessments on said policy or policies.

12 X.

13 District, its agents or contractors, shall deliver
14 to State, or shall cause to be delivered to State, within
15 ten (10) days after the effective date of this agreement,
16 a good and sufficient performance bond in the amount of
17 \$25,000.00 on a standard form to be issued by a good and
18 reliable surety company acceptable to State, for faithful
19 performance of the conditions herein contained. Said bond
20 to be kept in force during the construction of the flood
21 control facilities.

22 XI.

23 This agreement is subject to all valid and existing
24 contracts, leases, licenses, encumbrances and claims of title
25 which may affect said property.

26 XII.

27 Should the property description above set forth
28 encompass any land the title to which is not perfected or
29 which is not now vested in the State, this agreement shall
30 give, and shall be construed as giving to District a right
31 of possession only to the extent such right may be lawfully
32 given by State.

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XIII.

This agreement and the rights and privileges herein given District shall terminate in the event that District shall fail for a continuous period of one (1) year, after its initial installation, to maintain and operate said structures, appurtenances and facilities.

XIV.

Upon the termination of the rights herein granted, District shall execute and deliver to State within thirty (30) days, a good and sufficient quitclaim deed to the rights arising hereunder. Should District fail or refuse to deliver to State a quitclaim deed, as aforesaid, a written notice by State reciting the failure of District to execute and deliver said quitclaim deed, as herein provided, and terminating said agreement, shall after ten (10) days from the date of said notice, be conclusive evidence against District and all persons claiming under District, of the termination of said agreement.

XV.

In the event that District shall at any time be in default in respect to any of the covenants, matters or things to be kept, done or performed hereunder, then and in that event, State may at its option declare this agreement and all rights of District hereunder forfeited and terminated, provided, however, before any forfeiture shall be declared hereunder by reason of default as aforesaid, State shall cause to be given to District a written notice specifying the particulars wherein District is in default and demanding performance in accordance with the terms of this agreement. If within ten (10) days after such notice is given, District shall fully comply therewith or in good faith shall have commenced the work necessary to comply therewith and henceforth shall diligently prosecute

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1 such work to completion, no forfeiture by reason of breach
2 shall be declared hereunder; but, in the event of the failure
3 of District to comply with such notice, State may than declare
4 and effect a forfeiture by reason of the default therein
5 specified.

6 XVI.

7 Notices:

8 (a) Any notice, demand or request required or
9 authorized by this agreement to be given or made to or upon
10 State, shall be deemed properly given or made if delivered by
11 certified mail postage prepaid to State of California, Division
12 of Beaches and Parks, Department of Natural Resources, P. O.
13 Box 2390, Sacramento, California.

14
15 (b) Any notice, demand or request required or
16 authorized by this agreement to be given or made to or upon
17 District shall be deemed properly given or made if delivered
18 or mailed postage prepaid to The Flood Control Engineer,
19 Orange County Flood Control District,
20 Court House Annex, Santa Ana, California
21 Address

22 (c) The designation of the person to or upon whom
23 any notice, demand or request is to be given or made, or the
24 address of any such person, may be changed at any time by
25 notice given in the same manner as provided in this article
26 for other notices.
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ATTEST:

APPROVED:

APPROVED:

~~DEPARTMENT OF FINANCE~~

CONFIDENTIAL - SECURITY INFORMATION

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[illegible]

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BOOK 4978 PAGE 534

Supplemental Endorsement sheet, a part of Agreement dated January 16, 1959, by and between the State of California, Department of Natural Resources, DIVISION OF BEACHES AND PARKS and ORANGE COUNTY FLOOD CONTROL DISTRICT, for the construction of the Santa Ana River Channel and Talbert Channel, Bond Projects E-1 and D-2 respectively, on Huntington Beach State Park property.

RECOMMENDED FOR APPROVAL

H. G. Osborne
H. G. OSBORNE
Flood Control Engineer

ORANGE COUNTY FLOOD CONTROL DISTRICT

By Willis H. Haines
Chairman of its Board of Supervisors

APPROVED AS TO FORM
County Counsel of
Orange County, California

By John H. Haines
Assistant County Counsel

ATTEST:

L. B. WALLACE, County Clerk
and ex-officio Clerk of said Board
of Supervisors

by Jane Alexander
Deputy

Description Compared

By John E. Haines

BOOK 4978 PAGE 524

RECORDED AT REQUEST OF ORANGE COUNTY, CAL. OF WAY DIV.
IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF.
NOV 18 1959
RUBY McFARLAND, County Recorder

FREE

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BOOK 4978 PAGE 533

STATE OF CALIFORNIA

BOOK 4978 PAGE 533

COUNTY OF Alameda

On this 3rd day of September, 1959, before me R. A. Christianer, a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared J. R. Knowland, known to me to be the Chairman of the State Park Commission of the State of California, the body politic and sovereign that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that said State of California executed the same.

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

Notary Public in and for the County of Alameda
State of California
My Commission Expires October, 3, 1960

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Nov 1973 no. 535

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

July 28, 1939

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

RESOLVED:

1. That the Orange County Flood Control District enter into that
certain agreement between the State of California, acting by and through
its State Park Commission, and the Orange County Flood Control District,
dated the 16th day of January, 1939, by which the State of California
grants to the Orange County Flood Control District an easement for
Flood Control purposes across a portion of Huntington Beach State Park,
and the Chairman of this Board be and he is hereby authorized and directed
to execute said agreement on the part of the Orange County Flood Control
District, and the Clerk of this Board is authorized and directed to
attest the same.

2. That the County Auditor be and he is hereby instructed to
issue his warrant in the amount of Fourteen Thousand Five Hundred
Dollars (\$14,500.00) in favor of the State of California, in accordance
with instructions from the Right of Way Department, delivery of said
warrant to be delayed pending notice from the Right of Way Department
that the Orange County Flood Control District has acquired adequate
title to the required Right of Way, and that the State of California
has made demand therefor as provided in Section VIII of the agreement
hereinbefore referred to, said warrant to be made payable out of Santa
Ana River Channel-Orange County Flood Control Bond Fund, Work Order
No. 175/00.

AYES: SUPERVISORS M. FEATHERLY, C. M. NELSON AND WILLIS H. WARNER
NAYS: SUPERVISORS NONE
ABSENT: SUPERVISORS WILLIAM J. PHILLIPS AND WM. H. HIRSTEIN

Resolution No. F59-154

1.

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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 28th day of July, 1959, and passed by a unanimous vote of said Board members present.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of July, 1959.

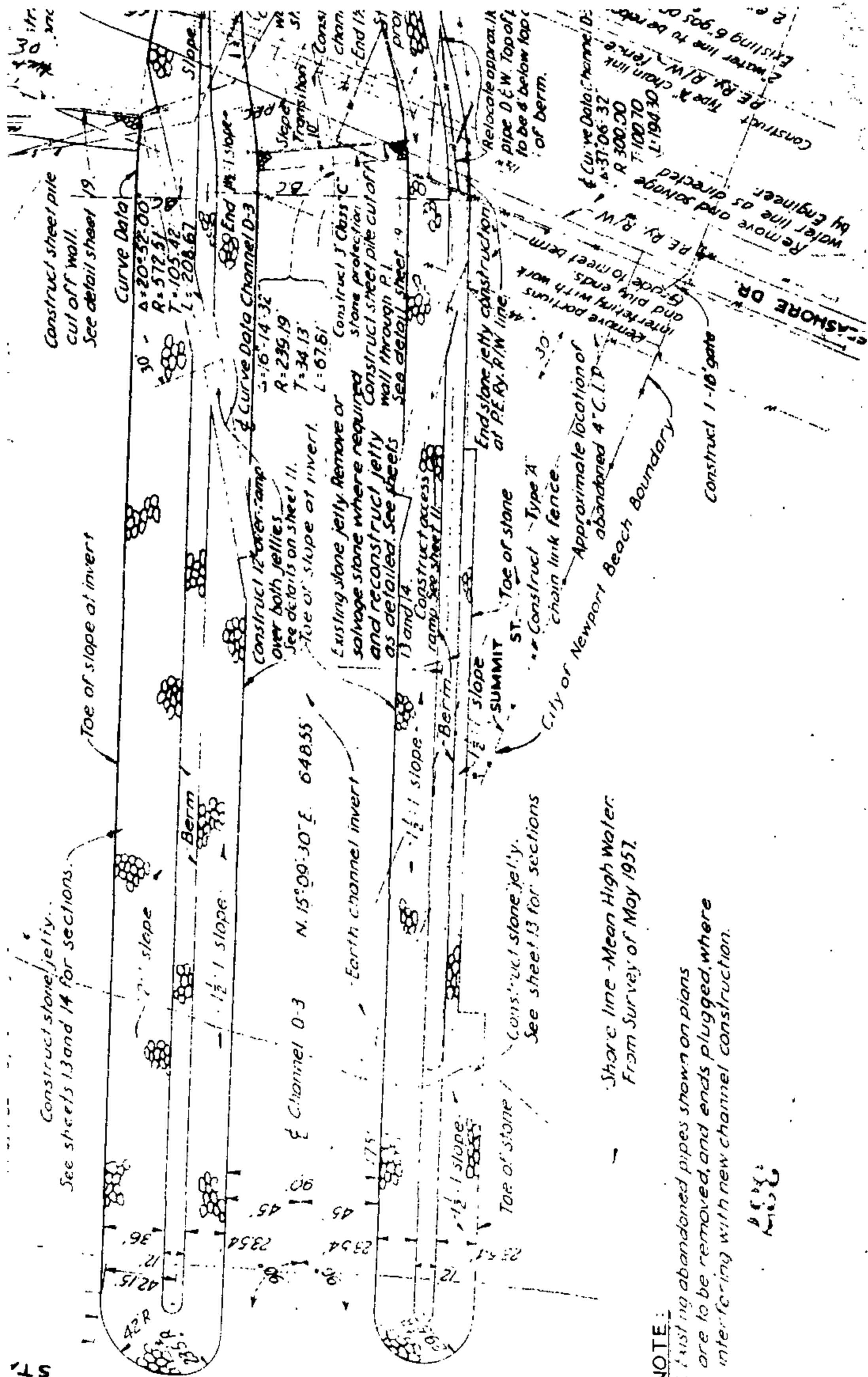
L. B. WALLACE
County Clerk and ex-officio Clerk of
the Board of Supervisors of Orange
County Flood Control District of
Orange County, California

By Stephen L. Lawrence
Deputy

RECEIVED
JUL 29 1959
COUNTY OF ORANGE
FLOOD CONTROL DISTRICT

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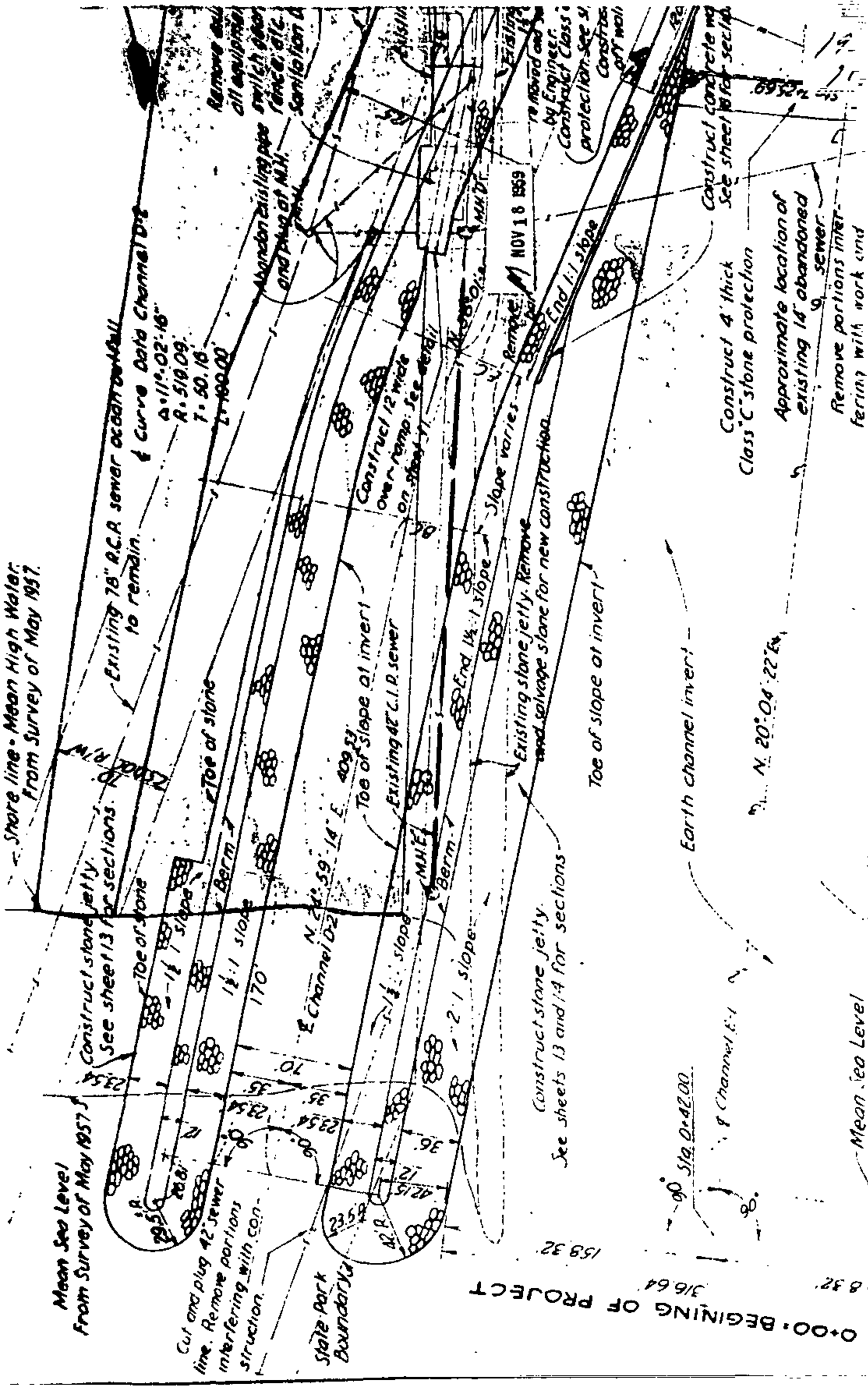


NOTE:

1. Existing abandoned pipes shown on plans are to be removed, and ends plugged, where interfering with new channel construction.

Shore line - Mean High Water
From Survey of May 1957.

Mean Sea Level
From Survey of May 1957



0+00 - BEGINNING OF PROJECT
316.64
8.32

Mean Sea Level

N. 20° 04' 22" E

Construct 4' thick
Class "C" stone protection

Approximate location of
existing 14" abandoned
sewer.
Remove portions inter-
fering with work and

Construct concrete wall
See sheet 18 for section

Existing
removed and
by Engineer.
Construct Class
protection. See 4'
Construct
off wall

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End 14:1 slope

Slope varies

Existing stone jetty. Remove
and salvage stone for new construction.

Toe of slope of invert

Earth channel invert

Sta. 0+42.00

42" Channel 12:1

State Park
Boundary

Cut and plug 42" sewer
line. Remove portions
interfering with con-
struction.

Berm

M.H.F.

Existing 42" C.I.P. sewer

Construct 12 wide
over ramp: See detail
on sheet 11

Curve Data Channel D-2

Δ = 11° 02' 18"
R = 510.09'
T = 50.18'
L = 100.00'

Existing 78" R.C.P. sewer abandoned full
to remain.

Remove all
equipment,
switch gear,
fence, etc.
and plug of M.H.

