

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

County of Orange
13042 Old Myford Road
Irvine, CA 92602
Attention: Director, OC Parks

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES
PER GOVERNMENT CODE SECTION 27383 AND IS EXEMPT
FROM PAYMENT OF DOCUMENTARY TRANSFER TAX PER
REVNUUE AND TAXATION CODE SECTION 11922

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

Project Location: Incorporated City of Irvine
Project Name: Mason Regional Park – Signage Easement
Facility/Parcel No.: PR48A-203

EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CITY OF IRVINE,
a chartered city of the State of California,
hereinafter referred to as "**Grantor**"

does hereby grant to the

COUNTY OF ORANGE,
a political subdivision of the State of California,
hereinafter referred to as "**Grantee**"

an easement for the installation, maintenance, repair or replacement of a monument sign and appurtenant structures in, on, under and over the real property described in **Exhibit A** and depicted on **Exhibit B**, both exhibits attached hereto and by this reference incorporated herein (hereinafter referred to as the "***Easement Area***"). Grantee shall have the right to access Grantor's property, which is located immediately adjacent to the Easement Area, as necessary to engage in the construction, maintenance, and repair or replace activities of the Easement Area. Any damage occasioned to Grantor's property by such entry shall be promptly repaired by Grantee and in a manner that complies with Grantor's standard maintenance practices at no cost to Grantor.

Should it be necessary for Grantee to conduct any construction or excavation activities or otherwise disturb the surface of the Easement Area subsequent to the completion of the initial installation of the signage resulting in soil disturbance, Grantee will notify Grantor of such planned activities. Any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and improvements around such excavation, and that the earth so removed shall be replaced in-kind by Grantee at its expense.

Grantee will, at no cost to Grantor, maintain in good repair and in safe condition the signage and any pertinent structures constructed, used, or placed upon the Easement Area. Furthermore, if at any time, Grantee elects to remove and replace any portion or all of said signage and/or related structure(s), said improvements shall maintain the size, type, and location as shown in Exhibit C and Exhibit D, attached hereto and made a part hereto.

It is mutually agreed by and between the parties hereto, that the following items are to also be incorporated herein:

1. Grantee hereby agrees to indemnify, defend (with counsel acceptable to Grantor), release and hold harmless Grantor, its elected and appointed officials, officers, employees, agents, contractors, representatives, invitees and permittees (collectively "**Grantor Indemnitees**"), and each of them, and their property within the Easement Area from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of Grantee, or Grantee's officers, employees, agents, contractors, representatives, invitees, permittees if Grantee exercises control over such parties by nature of an employer-employee relationship or contractual relationship (collectively "**Grantee Representatives**") in connection with the use of the Easement Area by Grantee and/or the Grantee Representatives or any material breach of this Easement Deed by Grantee; provided, however, that nothing contained in this paragraph shall operate to relieve Grantor from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been solely caused by the willful misconduct or grossly negligent acts or omissions of Grantor, the Grantor Indemnitees, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

2. Grantor hereby agrees to indemnify, defend (with counsel acceptable to Grantee), release and hold harmless Grantee, its elected and appointed officials, officers, employees, agents, contractors, representatives, invitees and permittees (collectively "**Grantee Indemnitees**"), and each of them, and their property within the Easement Area from all loss, liability, damages, claims, costs and expenses (including attorneys' fees and court costs) arising directly or indirectly out of the acts or omissions, intentional or otherwise, of Grantor, or Grantor's officers, employees, agents, contractors, representatives, invitees, permittees if Grantor exercises control over such parties by nature of an employer-employee relationship or contractual relationship (collectively "**Grantor Representatives**") in connection with the use of the Easement Area by Grantor and/or the Grantor Representatives or any material breach of this Easement Deed by Grantor; provided, however, that nothing contained in this paragraph shall operate to relieve Grantee from any loss, liability, damages, claims, costs or expenses to the extent determined by a court of competent jurisdiction to have been solely caused by the willful misconduct or grossly negligent acts or omissions of Grantee, the Grantee Indemnitees, or any of them. Payment shall not be a condition precedent to recovery under the forgoing indemnity.

All Notices required or permitted under this Easement Deed shall be in writing and shall be deemed to have been duly given if personally delivered or sent by prepaid first class mail, addressed as follows:

If to Grantor: City of Irvine
1 Civic Center Plaza
P.O. Box 19575
Irvine, California 92623-9575
Attention: Director of Public Works

If to Grantee: OC Parks
13042 Old Myford Road
Irvine, California 92602
Attn: OC Parks Director
Re: Mason Regional Park – Signage Easement (PR48A-203)
Phone: (949) 923-3748

Nothing in this deed is intended nor shall anything in this Easement Deed be construed to transfer to Grantee or its successors or assigns or to relieve Grantor or its successors or assigns or predecessors in title of any responsibility or liability Grantor or its successors or assigns or predecessors in title now has, has had or comes to have with respect to human health or the environment, including but not limited to responsibility or liability relating to hazardous or toxic substances or materials (as such terms as those used in this sentence are defined by statute, ordinance, case law, governmental regulation or other provision of the law). Furthermore, Grantee may exercise its right under law to bring action, if necessary, to recover clean up costs and penalties paid, if any, from Grantor or any others who are ultimately determined by a court of competent jurisdiction and/or a federal, state or local regulatory or administrative governmental agency or body having jurisdiction, to have responsibility for said hazardous or toxic substances or materials upon, within, or under the real property interests transferred pursuant to this Easement Deed. Notwithstanding the foregoing, Grantee shall be and remain liable for any hazardous or toxic substances or materials which become located, because of Grantee's operations, upon, within, or under the real property interests transferred pursuant to this Easement Deed.

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[Grantor's Signature Page Follows]

IN WITNESS WHEREOF, Grantor has executed this Easement Deed as of _____, 2021.

“GRANTOR”

CITY OF IRVINE,
a chartered city of the State of California

By: _____
Mark A. Steuer, Director of Public Works
and Transportation

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On _____, 2021, before me, _____, a Notary Public, personally appeared **Mark A. Steuer**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within Easement Deed to COUNTY OF ORANGE, a political subdivision of the State of California, is hereby accepted by the order of the Board of Supervisors of the Orange of County, California, and the COUNTY OF ORANGE consents to the recordation thereof by its duly authorized officer.

COUNTY OF ORANGE,
a political subdivision of the State of California


By: _____
Chairman of the Board of Supervisors
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chairman of the Board per G.C. Sec. 25103, Resolution 79-1535.

ATTEST:

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

By: Michael A. Haubert  Digitally signed by Michael A. Haubert
DN: cn=Michael A. Haubert, o=County of Orange,
ou=County Counsel,
email=michael.haubert@coco.ocgov.com, c=US
Date: 2021.03.02 08:12:12 -08'00'
Deputy

Date: 3/2/21

Exhibit A

Description of Easement Area

[SEE ATTACHED]

EXHIBIT "A"

LEGAL DESCRIPTION

Park Maintenance Easement
 Mason Regional Park
 Project No.: PR48A
 Parcel No.: 203

That certain portion of land in the City of Irvine, County of Orange, State of California, over Parcel B described in Grant Deed recorded October 5, 1973 in Book 10933, Page 237 in Official Records of the Office of the County Recorder of said County, described as follows:

Commencing at the westerly terminus of that certain course along the northerly boundary of said Parcel described as "N. 82°48'30" W. 506.57 feet" in said document, as said terminus is shown, and designated as Point 19012, along the centerline of University Drive on Record of Survey 2008-1109 filed in Book 230, Pages 25 through 35 of Records of Survey in said Office of the County Recorder, said Point also being the beginning of a curve concave southerly and having a radius of 1600.00 feet; thence westerly along said boundary and curve 336.91 feet through a central angle of 12°03'53"; thence leaving said boundary and centerline South 04°53'28" East 60.00 feet to the northwest corner of Parcel No. 1 described in Easement Deed to the City of Irvine recorded May 12, 1977 in Book 12191, Page 1741 in Official Records of said Office of the County Recorder, said corner also being the **True Point Of Beginning**; thence along the westerly boundary of last said Parcel the following two courses –

- 1) South 49°47'19" East, 30.85 feet to an intersection with a non-tangent curve concave easterly and having a radius of 845.00 feet, a radial line through said intersection bears South 76°52'59" West, and
- 2) Southerly along said curve 3.01 feet through a central angle of 00°12'16"; thence leaving said boundary North 89°15'47" West 9.76 feet; thence North 49°47'19" West 33.65 feet to an intersection with the westerly continuation of the northerly boundary of said Parcel No. 1, said intersection being a point on a non-tangent curve concave southerly and having a radius of 1540.00 feet, a radial line through said intersection bears North 05°18'36" West; thence easterly along said curve 11.25 feet through a central angle of 00°25'07" to the **True Point of Beginning**.

Containing 272 Square Feet, more or less.

APPROVED
 Kevin Hills, County Surveyor, L.S. 6617




 By: Raymond J. Rivera, L.S. 8324

Date: Aug 3, 2020

Exhibit B

Depiction of Easement Area

[SEE ATTACHED]

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49° 47' 19"W	30.85'
L2	N89° 15' 47"W	9.76'
L3	N49° 47' 19"W	33.65'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	845'	00°12'16"	3.01'
C2	1540'	00°25'07"	11.25'

ROSA DREW LANE

NORTHERLY BOUNDARY
PARCEL B
10933/237 O.R.

RSB 230/25-35

P.O.C.

UNIVERSITY DRIVE

R=1600 Δ=12° 03' 53" L=336.91'

RSB

N 82°48'30" W
506.57 FEET
PER 230/25-35

60.00'
N04° 53' 28"W

T.P.O.B.

C2

N5° 18' 35.52"W
(RAD)

Parcel 203
272 SQ FT

S76° 52' 58.75"W
(RAD)

C1

RIDGELINE DRIVE
104 / 33-34

PARK

REGIONAL

MASON

O.R. 12191/1741

R.

WILLIAM



OC PUBLIC WORKS
OC SURVEY
RIGHT-OF-WAY SERVICES

ROW ID NO. 2017-028

SCALE: 1" = 40'

EXHIBIT B

SHEET 1 OF 1

PROJECT: MASON REGIONAL PARK MAINTENANCE EASEMENT

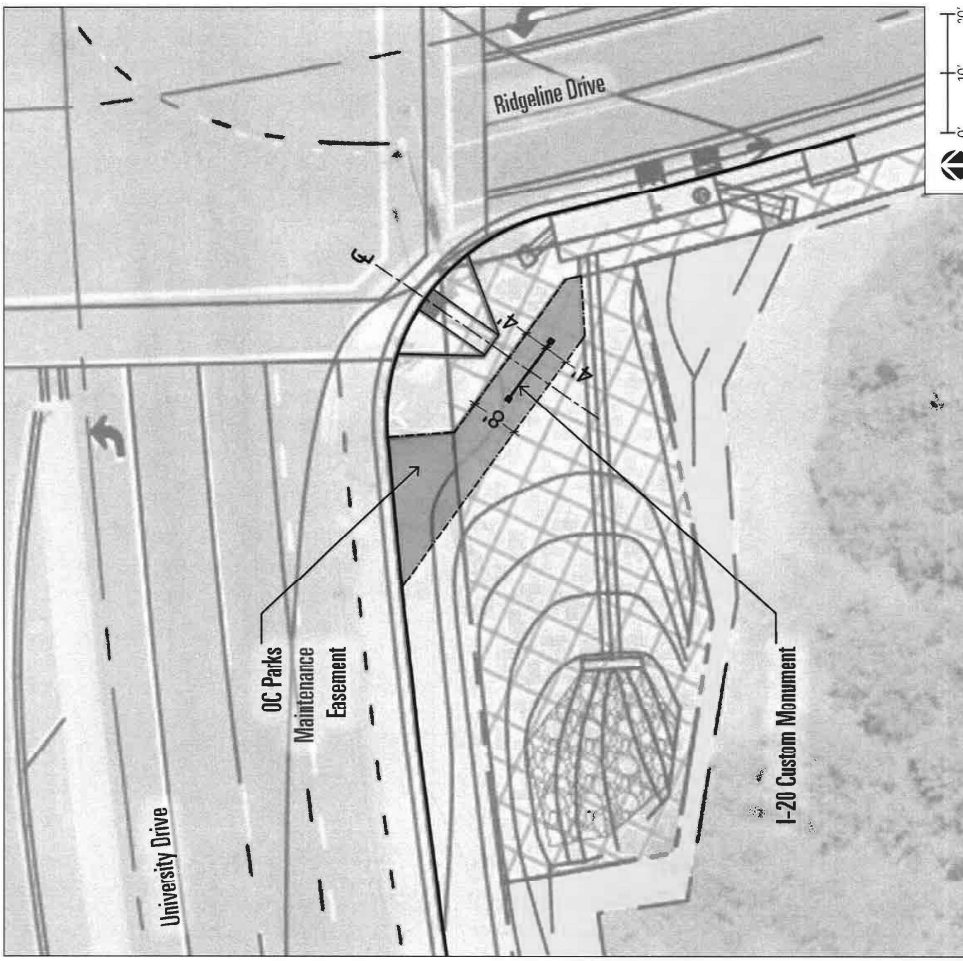
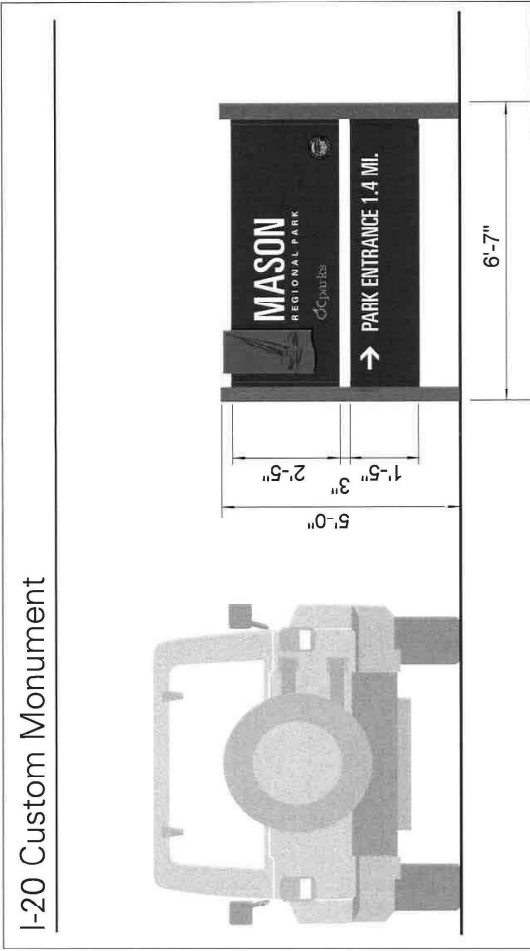
PREPARED BY:
JRB

Exhibit C

Depiction of Monument Sign Location

[SEE ATTACHED]

I-20 Custom Monument



- Legend**
-  Project RW Acquisition
 -  Temporary Construction Area

William Mason Regional Park
Monument Easement Location

 **parks**

13042 OLD MYFORD ROAD | IRVINE, CA 92602
PLANNING AND DESIGN DIVISION
PH 949.585.6435 | FAX 714.973.3338
Date: 04-17-19
Rev: 03-04-2020

Exhibit D

Monument Sign Detail

[SEE ATTACHED]

William Mason Regional Park Monument Footing Detail 6/24/2019



13042 OLD MYFORD ROAD | IRVINE, CA 92602
PLANNING AND DESIGN DIVISION
ph 949.585.6435 | fax 714.973.3338

