

Recording Requested by CITY OF COSTA MESA  
When Recoded Mail to:  
**CITY OF COSTA MESA**  
**Attention: City Clerk**  
**P.O. BOX 1200**  
**COSTA MESA, CALIFORNIA 92628-1200**

Mail Tax Statements to:  
(OWNER OF RECORD)

ATTACHMENT 3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**AGREEMENT AND GRANT OF EASEMENT**

**FAIR DRIVE TRAFFIC SIGNAL EASEMENT**

Agency: **California Department of  
Developmental Services**

Project: **Fairview Developmental Center**

File: **SSL 553**

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 THE DEPARTMENT OF GENERAL SERVICES hereinafter called State, and the CITY OF COSTA MESA, a Municipal corporation, hereinafter called Grantee.

State, pursuant to the provisions of Section 14666 of the Government Code of the State of California, hereby grants unto Grantee, its successors and assigns forever, an easement and right of way for Street and Highway purposes in, on, under, across and through all that real property located in the City of Costa Mesa, County of Orange, State of California, as described in the attached Exhibit "A" consisting of two (2) pages and Exhibit "B" consisting of one (1) page and by this reference made a part hereof.

THE PROVISIONS IN THE ATTACHED EXHIBIT "C" HEREOF, CONSISTING OF TWO (2) PAGES CONSTITUTE A PART OF THIS AGREEMENT.

STATE OF CALIFORNIA  
Department of General Services

GRANTEE: CITY OF COSTA MESA,  
a Municipal Corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Allan Mansoor, Mayor      Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

APPROVED: Department of Developmental Services

\_\_\_\_\_  
City Clerk      Dated: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM

Dated: \_\_\_\_\_

\_\_\_\_\_  
City Attorney      Dated: \_\_\_\_\_

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RES600A:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION FOR**  
**STREET EASEMENT**

PORTION OF APN 420-012-14

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A PORTION OF LAND WITHIN LOT "A" OF THE BANNING TRACT, IN THE RANCHO SANTIAGO DE SANTA ANA, AS SHOWN ON A MAP OF SAID TRACT FILED IN ACTION NO. 6385 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF HARBOR BOULEVARD AND FAIR DRIVE AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 102, PAGE 23 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID HARBOR BOULEVARD (60.00 FEET HALF WIDTH) SOUTH  $00^{\circ}17'42''$  EAST A DISTANCE OF 50.23 FEET;

THENCE DEPARTING SAID CENTERLINE AT RIGHT ANGLES SOUTH  $89^{\circ}42'18''$  WEST A DISTANCE OF 60.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID HARBOR BOULEVARD, SAID LINE ALSO BEING THE EASTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO THE CITY OF COSTA MESA FOR PUBLIC ROAD PURPOSES RECORDED JANUARY 9, 1991 PER INSTRUMENT NO. 91-008640 OF OFFICIAL RECORDS;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH  $00^{\circ}17'42''$  WEST A DISTANCE OF 117.00 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE DEPARTING SAID LINE AND ALONG THE NORTHWESTERLY LINE OF SAID ROAD EASEMENT SOUTH  $44^{\circ}42'18''$  WEST A DISTANCE OF 35.36 FEET;

THENCE DEPARTING SAID LINE SOUTH  $64^{\circ}41'02''$  WEST A DISTANCE OF 4.27 FEET;

THENCE NORTH  $25^{\circ}18'58''$  WEST A DISTANCE OF 8.10 FEET;

**DEED No. 3616**

THENCE NORTH 64°41'02" EAST A DISTANCE OF 15.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 24.50 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°32'11" AN ARC LENGTH OF 5.79 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 42.50 FEET, TO WHICH POINT A RADIAL LINE BEARS NORTH 38°51'09" WEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'46" AN ARC LENGTH OF 20.02 FEET;

THENCE TANGENT TO SAID CURVE NORTH 24°09'05" EAST A DISTANCE OF 3.47 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAID HARBOR BOULEVARD;

THENCE ALONG SAID LINE SOUTH 00°17'42" EAST A DISTANCE OF 8.80 FEET TO THE **TRUE POINT OF BEGINNING**.

HAVING AN AREA OF 179 SQUARE FEET MORE OR LESS.

ALL PARTICULARLY SHOWN ON EXHIBIT "B" WHICH IS ATTACHED HERETO AND MADE PART THEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY

  
11-10-06  
\_\_\_\_\_  
JAN A. ADAMS R.C.E. 21687  
EXPIRATION DATE: 9-30-07



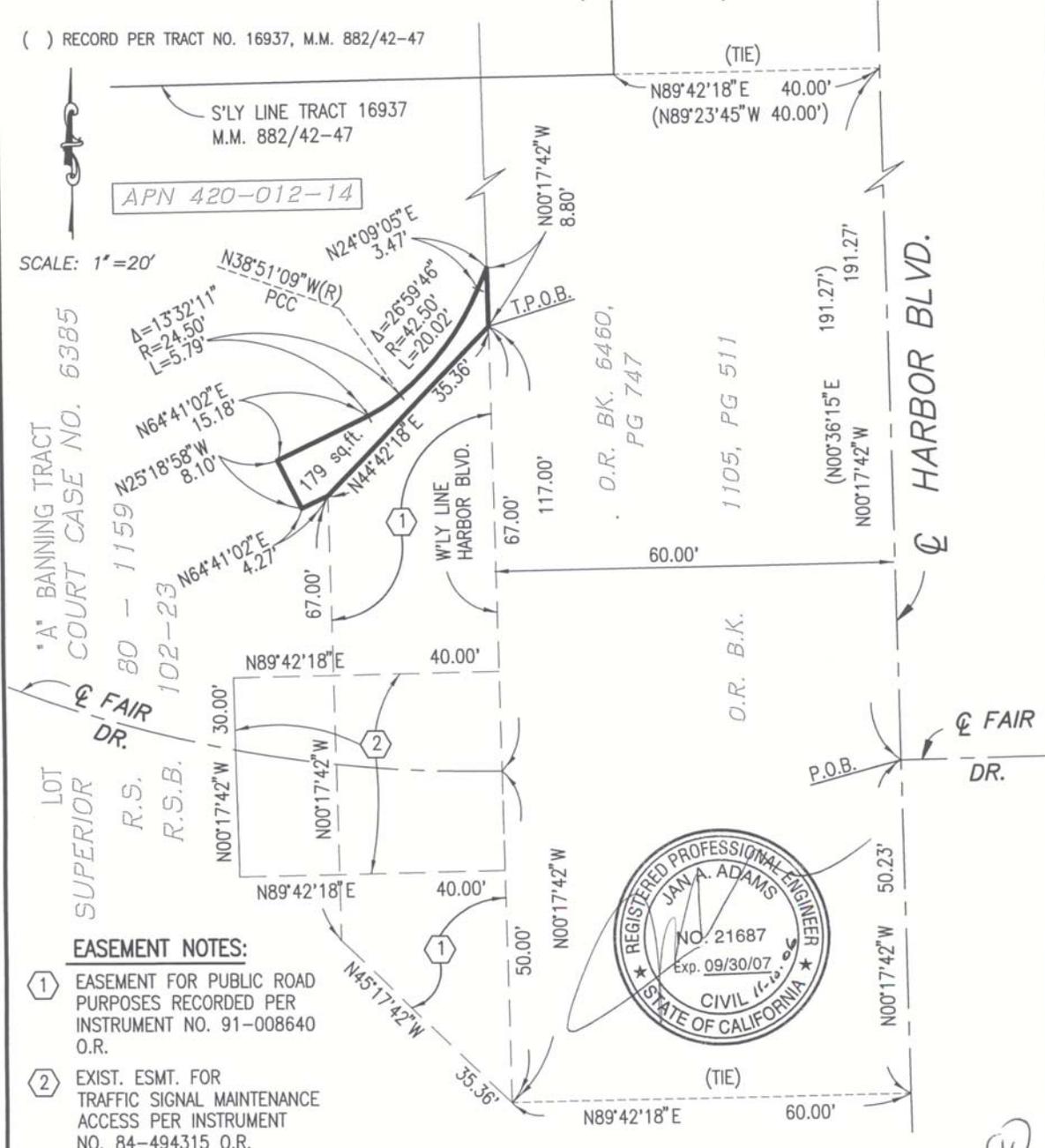
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# EXHIBIT "B"

DEED No. 3616

SKETCH TO ACCOMPANY ( EXHIBIT "A" )

( ) RECORD PER TRACT NO. 16937, M.M. 882/42-47



"A" BANNING TRACT  
 COURT CASE NO. 6385  
 80 - 1159  
 102-23  
 LOT  
 SUPERIOR  
 R.S.  
 R.S.B.

SCALE: 1" = 20'

APN 420-012-14

- EASEMENT NOTES:**
- ① EASEMENT FOR PUBLIC ROAD PURPOSES RECORDED PER INSTRUMENT NO. 91-008640 O.R.
  - ② EXIST. ESMT. FOR TRAFFIC SIGNAL MAINTENANCE ACCESS PER INSTRUMENT NO. 84-494315 O.R.



## CITY OF COSTA MESA

SHEET 3 OF 3

APN 420-012-14 2501 HARBOR BLVD., FAIRVIEW STATE HOSPITAL	DEED NO. 3616	DRAWN BY: I.R.
	SCALE: 1" = 20'	DATE: 11-15-06
	THIS IS NOT A SURVEY BUT IS COMPILED FROM EXISTING RECORDS	

EXHIBIT C

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 real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Intentionally Left Blank.
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, which new location shall be appropriate for Grantee's purpose in obtaining the rights granted herein and shall allow Grantee to continue to comply with all applicable laws, codes, and safety standards, 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. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this 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 real 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 reasonable costs of such removal and restoration shall be paid by Grantee upon demand.
6. 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.
7. Grantee understands that said Easement is within the Fairview Developmental Center and Grantee agrees to abide by certain regulations and restrictions concerning Grantee's access to said Easement:
  - a. Prior to any entry upon said land, Grantee shall notify State by written or oral notice to the authorities in charge of Fairview Developmental Center, except that such notice shall not be required in order for Grantee to perform regular maintenance and inspections on the improvements, or for Grantee to access the improvements in the event of an emergency situation that requires immediate attention by Grantee in order to protect life or property..
  - b. Subject to subsection (a) above, access rights granted by this Easement may be restricted by said authorities in charge in the event that turmoil or emergency conditions are occurring at Fairview Developmental Center.
- {8} OTHER PROVISIONS: All workers are to respect the privacy and sensitivity of Department of Developmental Services (DDS) clients, visitors and staff. Workers are to comply with all requests of facility administrators and managers regarding health and safety issues and impacts on facility operations.

(12)

Utility service(s) and or DDS facilities damaged by Grantee shall be repaired immediately. DDS reserves the right, at its sole discretion, to affect repairs through its own means at the sole cost and liability of Grantee.

Grantee must comply with all DDS policies, procedures, rules and regulations. A set of Administrative Manuals will be available for inspection and reference. Workers failing to follow facility rules and regulations may be asked to leave the property. Compensation for lost work time and/or other expenses will not be paid by the State.

Clear access for emergency vehicles shall be maintained at all times.

RES600B1

(13)

RES-600B:sjl:TR: