

WHEN RECORDED MAIL TO

ATTACHMENT 1

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628
Attn: Brad Edwards,
Engineering Department

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT AND GRANT OF EASEMENT

Agency: Department of Food and Agriculture
Project: Orange County Fair and Exposition
Road Right of Way Easement to Widen
Fair Drive
File: TS 03 004E

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the 32ND DISTRICT AGRICULTURAL ASSOCIATION, STATE OF CALIFORNIA, a political subdivision of the State of California, hereinafter called State, and the CITY OF COSTA MESA, a municipal corporation, hereinafter called Grantee.

State, pursuant to the provisions of Section 4051 of the Food and Agricultural Code of the State of California, hereby grants unto Grantee, its successors and assigns forever, a nonexclusive easement to locate, relocate, construct, reconstruct, alter, use, maintain, inspect, repair and remove a road right of way, over, on, under and across that certain real property situated 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", which is provided for informational purposes only, consisting of one (1) page, and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT

Dated 8.2.07

Grantee: CITY OF COSTA MESA,
a municipal corporation

32nd DISTRICT AGRICULTURAL ASSOCIATION
STATE OF CALIFORNIA
a political subdivision of the State of California

By: _____
Aliaa Mansoor, Mayor

By: *Becky Bailey-Findley*
Signature
Becky Bailey-Findley
Name Printed
CEO
Title

ATTEST

By: _____
City Clerk

APPROVED AS TO FORM

APPROVED:
STATE OF CALIFORNIA
Department of Food and Agriculture

By: _____
City Attorney

By: *Michael E. Tracy*
Signature
Michael E. Tracy
Name Printed
Director - P&E
Title

APPROVED:
STATE OF CALIFORNIA
Department of General Services

By: *James S. Martin*
JAMES S. MARTIN
Assistant Section Chief
Real Property Services Section

This Agreement and 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. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to protect, save harmless, indemnify, and defend State, its officers, agents and employees, from any and all loss, damage or liability, including, without limitation, all legal fees, expert witness or consultant fees and expenses related to the response to, settlement of, or defense of any claims or liability, which may be suffered or incurred by State, its officers, agents and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. STATE reserves the right to use said property in any manner, provided such use does not unreasonably interfere with Grantee's rights herein.
4. This Easement shall terminate in the event Grantee fails for a continuous period of eighteen (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, at no cost to State, a Quitclaim Deed to its right, title and interest hereunder. Should Grantee fail or refuse to deliver said Quitclaim Deed, State may record, in the Recorder's Office of the County in which said real property is located, a written notice reciting said failure, and such recordation shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence of such termination against Grantee. Grantee shall, upon State request, without cost to State, and within ninety (90) days from said State request, remove all property placed by or for Grantee upon said real property and restore said premises as nearly as possible to the same condition as they were 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 costs of such removal and restoration shall be paid by Grantee upon demand.
5. By way of signature hereto, the individual (s) signing on behalf of the City of Costa Mesa, warrant that they are duly authorized to sign pursuant to a resolution or other authorizing instrument.

[Faint, illegible text, possibly a stamp or signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

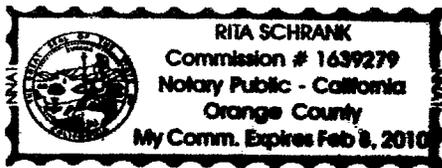
} ss.

On 08-02-07, before me, Rita Schrank, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Becky Bailey-Findley,
Name(s) of Signer(s)

personally known to me

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.



WITNESS my hand and official seal.

Place Notary Seal Above

Rita Schrank

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

FAIR DRIVE RIGHT-OF-WAY

THAT PORTION OF LOT A OF THE BANNING TRACT IN THE RANCHO SANTIAGO DE SANTA ANA, IN THE CITY OF COSTA MESA, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN THE CASE OF HANCOCK BANNING VERSUS MARY H. BANNING FOR PARTITION IN CASE NO. 6385 UPON THE REGISTER OF ACTIONS OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGINNING AT THE CENTERLINE INTERSECTION OF FAIR DRIVE AND FAIRVIEW ROAD AS SHOWN ON A MAP OF TRACT NO. 10522, RECORDED IN BOOK 455, PAGES 46 AND 47, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE EASTERLY ALONG SAID CENTERLINE OF FAIR DRIVE S89°39'07"E 1652.95 FEET; THENCE N00°20'53"E 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE AS DESCRIBED IN DEED OF RIGHT-OF-WAY RECORDED IN BOOK 2050, PAGE 59, OF OFFICIAL RECORDS OF ORANGE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N48°15'56"E 19.39 FEET; THENCE S89°39'07"E 58.69 FEET; THENCE S49°49'42"E 20.29 FEET TO SAID NORTHERLY LINE OF FAIR DRIVE; THENCE ALONG SAID LINE N89°39'07"W 88.66 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF PARCEL 1 = 957.47 S.F. = 0.022 AC.

PARCEL 2:

BEGINNING AT THE CENTERLINE INTERSECTION OF FAIR DRIVE AND FAIRVIEW ROAD AS SHOWN ON A MAP OF TRACT NO. 10522 RECORDED IN BOOK 455, PAGES 46 AND 47, OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY; THENCE EASTERLY ALONG SAID CENTERLINE OF FAIR DRIVE S89°39'07" 1899.98 FEET; THENCE N00°20'53"E 50.00 FEET TO A POINT ON NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE AS DESCRIBED IN DEED OF RIGHT-OF-WAY RECORDED IN BOOK 2050, PAGE 59, OF OFFICIAL RECORDS OF ORANGE COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N55°20'53"E 41.05 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 111.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS S20°07'49"W; THENCE 34.40 FEET SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°45'20" TO A TANGENT LINE; THENCE ALONG SAID LINE S87°37'31"E 199.87 FEET; THENCE S89°39'07"E 302.07 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET, THENCE SOUTHEASTERLY 141.52 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°06'30" TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF FAIR DRIVE; THENCE ALONG SAID NORTHERLY LINE N89°39'07"W 710.14 FEET TO THE TRUE POINT OF BEGINNING.

AREA OF PARCEL 2 = 7,712.43 S.F. = 0.177 AC.

PARCEL 3:

BEGINNING AT THE INTERSECTION OF THAT CERTAIN COURSE DESCRIBED AS HAVING BEARING AND DISTANCE OF N70°45'38"E 60.98 FEET WITH THAT COURSE DESCRIBED AS HAVING A BEARING AND DISTANCE OF S40°31'16"W 1.53 FEET IN THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN AGREEMENT FOR THE TRANSFER OF CONTROL AND POSSESSION OF STATE-OWNED REAL PROPERTY, RECORDED IN BOOK 2436, PAGES 1096 THROUGH 1100 OF ORANGE COUNTY; THENCE ALONG THE BOUNDARY OF SAID LAND AS DESCRIBED IN SAID TRANSFER OF CONTROL THE FOLLOWING COURSES: S40°31'16"W 1.53 FEET TO A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 25°50'30"

AN ARC DISTANCE OF 27.06 FEET TO A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY ALONG SAID REVERSE CURVE THROUGH AN ANGLE OF 25°50'30" AN ARC DISTANCE OF 27.06 FEET TO A TANGENT LINE, THENCE ALONG SAID TANGENT LINE S40°31'16"W 258.02 FEET TO A TANGENT CURVE, CONCAVE NORHTEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 75°07'42" AN ARC DISTANCE OF 32.78 FEET TO A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1061.00 FEET; THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE THROUGH AN ANGLE OF 01°16'05" AN ARC DISTANCE OF 23.48 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 78.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS S04°58'29"E; THENCE DEPARTING SAID BOUNDARY OF SAID TRANSFER OF CONTROL NORTHEASTERLY 60.59 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 44°30'15" TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE N40°31'16"E 234.72 FEET TO A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 830.00 FEET, AT WHICH POINT A RADIAL LINE TO SAID CURVE BEARS N19°15'27"W; THENCE NORTHEASTERLY 0.26 FEET ALONG SAID CURVE THROUGH AN ANGLE OF 0°01'04" TO A TANGENT LINE; THENCE ALONG SAID TANGENT LINE N70°45'38"E 60.98 FEET TO THE POINT OF BEGINNING.

AREA OF PARCEL 3 = 6,041.05 S.F. = 0.139 AC.

DATED THIS 14th DAY OF December, 2004

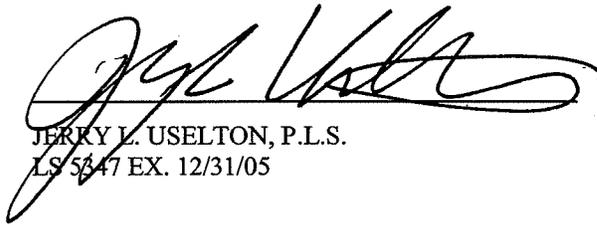

JERRY L. USELTON, P.L.S.
LS 5347 EX. 12/31/05



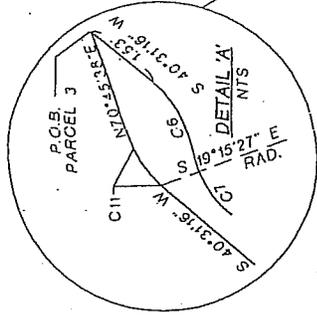
EXHIBIT B

CURVE

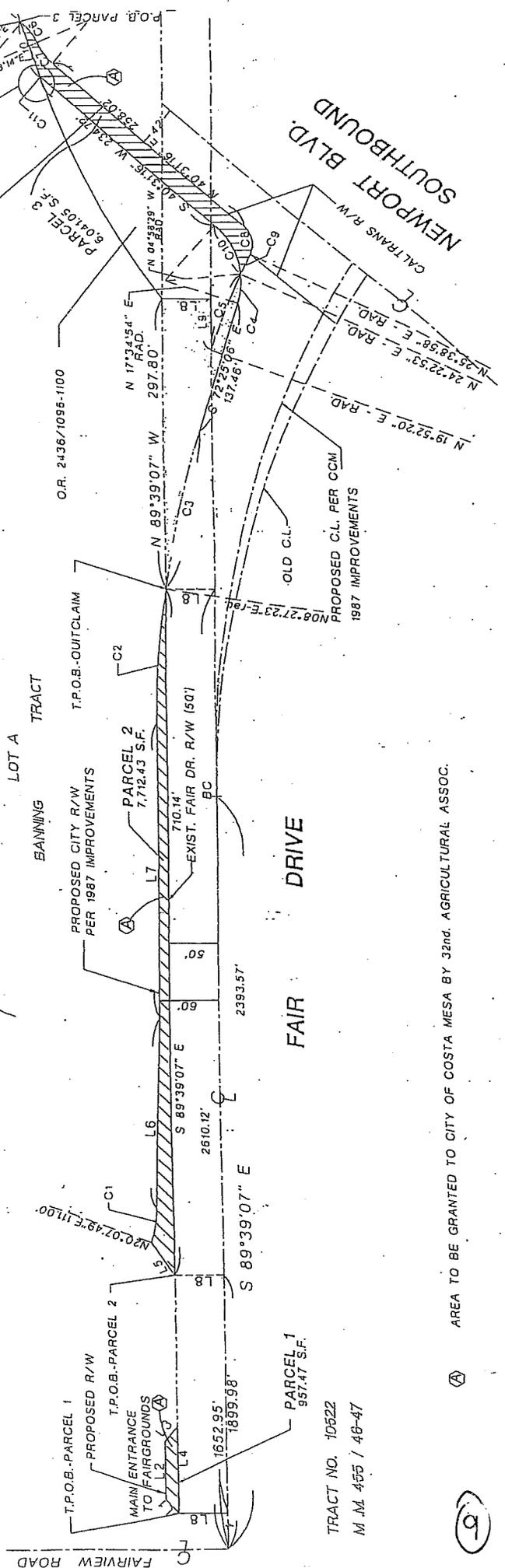
CURVE	R	L	T	DELTA
C1	111.00'	34.40'	17.34'	17°45'20"
C2	1000.00'	141.52'	70.88'	08°06'30"
C3	1000.00'	166.54'	83.46'	09°32'32"
C4	78.00'	30.71'	15.56'	22°33'23"
C5	1061.00'	83.50'	41.77'	04°30'32"
C6	60.00'	27.06'	13.76'	25°50'30"
C7	60.00'	27.06'	13.76'	25°50'30"
C8	25.00'	32.78'	19.23'	75°07'42"
C9	1061.00'	23.48'	11.74'	01°16'05"
C10	78.00'	60.59'	31.91'	44°30'15"
C11	830.00'	0.26'	0.13'	00°01'04"

LINE	DIRECTION	DISTANCE
L1	N 48°15'56" E	19.39'
L2	S 89°39'07" E	58.69'
L3	S 49°49'42" E	20.29'
L4	S 89°39'07" E	88.66'
L5	N 55°20'53" E	41.05'
L6	S 87°37'31" E	199.87'
L7	N 89°39'07" W	302.07'
L8	S 00°20'53" W	50.00'
L9	S 89°39'07" E	51.51'
L10	N 70°45'38" E	60.98'

FAIR DRIVE RIGHT-OF-WAY



32nd. AGRICULTURAL ASSOCIATION
(O.C. FAIRGROUNDS)



TRACT NO. 10522
M.M. 455 / 46-47

AREA TO BE GRANTED TO CITY OF COSTA MESA BY 32nd. AGRICULTURAL ASSOC.

9

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the Real Property conveyed by the Agreement and Grant of Easement from the 32ND DISTRICT AGRICULTURAL ASSOCIATION, STATE OF CALIFORNIA, a political subdivision of the State of California, to the City of Costa MESA, a municipal corporation, is hereby accepted by order of the City Council of the City of Costa Mesa and the Grantee consents to Recordation thereof by its duly authorized officer.

DATED: _____

By: _____

Signature

Name Printed

Title