



# AGENDA

ORANGE COUNTY PARKS COMMISSION

THURSDAY, August 5, 2021 7:00 p.m



**JOE MULLER**

Chair  
Coastal Cities

**JOHN KOOS**

Vice Chair  
Fourth District

**BERT ASHLAND**

First District

**DAVE SHAWVER** Inland

Cities

**DAVID HANSON**

Third District

**MICHAEL WELLBORN**

Second District

**JUSTIN MCCUSKER**

Fifth District

Executive Officer

Stacy Blackwood

The Orange County Parks Commission welcomes you to this meeting. This agenda contains a brief general description of each item to be considered. The Commission encourages your participation. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period at the beginning of the meeting. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda. When addressing the Commission, please state your name for the record prior to providing your comments. Speakers may be limited to three (3) minutes.

*The OC Parks Commission meeting will be an in-person meeting held at the Mess Hall at OC Parks' Headquarters (13042 Old Myford Rd Irvine, CA 92602). Please be advised that County health guidelines apply to this meeting: <https://ocCOVID19.ochealthinfo.com/article/oc-health-officers-orders-recommendations> (including face coverings, where applicable, as noted in section 3). Public speaker request forms will be available onsite.*

All supporting documentation is available for public review at <https://www.ocparks.com/about/commission> under the "Agendas and Minutes" link or by calling 949-923-3785 during regular business hours, 8:00 a.m. – 5 p.m., Monday through Friday.

## **OC COMMUNITY RESOURCES**

### **Orange County Parks Commission Duties and Responsibilities**

(O.C. Codified Ordinances Sec. 2-2-19: Paraphrased)

Except as otherwise provided, the Orange County Parks Commission shall be advisory to the Board of Supervisors and to the Director of OC Parks, and shall have the power and duty:

1. To recommend to the Board of Supervisors plans and policies for the acquisition, development, maintenance and operation of the harbors, beaches and regional parks of the County;
2. On request of the Board of Supervisors, to advise the Board and make recommendations on any matter pertaining to harbors, beaches and regional parks, and any other matters referred by the Board;
3. On request of the Director, to advise on any question of administrative policy and regarding any matter to be decided by the Director under this division;
4. On appeal from an administrative decision by the Director, to act as a board of administrative review;
5. To make such investigations as it may deem necessary in the exercise of its powers;
6. To perform the duties and functions of the County Fish and Game Commission assigned by either statute or this code, and consider methods for the propagation and protection of fish and game in the State of California and County of Orange. The Commission shall be advisory body to the Board of Supervisors.

OC Parks Commission Regular Meeting Schedule: First Thursday, Monthly, 7:00 p.m.

**A G E N D A**  
**THURSDAY, AUGUST 5, 2021 – 7:00pm**

**I. ROLL CALL**

**II. PUBLIC PARTICIPATION**

At this time, members of the public may address the Commission on items of public interest that are within the jurisdiction of the Commission and are not contained in tonight's agenda.

**III. CONSENT CALENDAR (Item A)**

The following items on the consent calendar will be approved by one motion unless a Commission member requests to pull a specific item.

A. Approve Commission minutes for June 3, 2021.

**IV. DISCUSSION CALENDAR (Items A – D)**

**A. CRAWFORD CANYON ENVIRONMENTAL DOCUMENTS**

A 2.5-acre property in the unincorporated area of North Tustin was acquired by the County in 2011 and identified as the location of the future Crawford Canyon Park. OC Parks and OC Public Works are engaged in Park design and a sidewalk extension project, which propose improvements to provide pedestrian access to the park and recreational amenities and features that include a quarter-mile walkway, foot bridges, playgrounds/natural play areas for children, exercise stations, a bioswale and bioretention basin, and natural rolling lawn areas.

Staff will provide a presentation on the project at the meeting.

**RECOMMENDED ACTION:**

Recommend that the Board of Supervisors approve the Crawford Canyon Park project and adopt Mitigated Negative Declaration No. IP 21-093.

**B. EASEMENT TO THE CITY OF NEWPORT BEACH FOR BAYVIEW HEIGHTS DRAINAGE AND RUNOFF TREATMENT PROJECT**

An easement from the County to the City of Newport Beach is proposed for the City's improvements and maintenance activities related to its storm drain infrastructure that underlies a portion of the Upper Newport Bay Nature Preserve.

**RECOMMENDED ACTION:**

Recommend that the Board of Supervisors approve and execute the Grant of Drainage Easement and Agreement to the City of Newport Beach for the purpose of storm drain improvement, maintenance, and replacement.

**C. SERRANO CREEK TRAIL EASEMENT**

Purchase of a trail easement from a property owner in Lake Forest is proposed to secure public and County access rights to a portion of the Serrano Creek Trail that traverses private property.

**RECOMMENDED ACTION:**

Concur with the execution by the County Chief Real Estate Officer of the Purchase and Sale Agreement, which includes the Grant of Easement, for existing portions of the Serrano Creek Trail.

**D. SEPTEMBER FIELD TRIP**

In January 2021, your Commission approved its 2021 meeting and field trip schedule. At that meeting, your Commission indicated that the field trip date and location would be selected the month preceding the field trip.

Date options for field trip:

- a) Friday, September 10
- b) Saturday, September 11

Location options:

- a) Orange County Zoo (Irvine Regional Park) – tour of Zoo, interim entry and restroom improvements, and large mammal exhibit construction.
- b) Bird of Prey Center (O’Neill Regional Park) – due to scheduled building cleaning/maintenance, a Saturday field trip would need to be scheduled in the afternoon.

**RECOMMENDED ACTIONS:**

1. Select a field trip date.
2. Select a field trip location.

**V. OC PARKS DIRECTOR’S REPORT**

**A. DEPARTMENT UPDATES**

**B. UPCOMING OC PARKS EVENTS**

Sunset Cinemas – Various Locations – Fridays – 6pm to 10pm

- Sunset Cinemas feature either a new or classic film and food trucks. Free parking and admission are offered. Showings for the month of August are as follows:
  - August 6 – The Lion King at Irvine Regional Park
  - August 13 – The Mighty Ducks at Irvine Regional Park
  - August 20 – Star Wars: The Rise of Skywalker at Laguna Niguel Regional Park
  - August 27 - Hook at Laguna Niguel Regional Park

Summer Concerts – Various Locations – Thursdays – 5pm to 8pm

- Summer Concerts feature live performances and food trucks. Free parking and admission are offered. Concerts for the month of August are as follows:
  - August 12 – Sweet and Tender Hooligans (Smiths & Morrissey tribute band) at Mile Square Regional Park
  - August 19 – Family Style (blues, soul and rock & roll) at Salt Creek Beach
  - August 26 – Donavon Frankenreiter (surf rock) at Salt Creek Beach

Annual Monarch Butterfly Day – Mile Square Regional Park – Saturday, August 14, 10.00am-2:00pm

- Children can learn to plant their own butterfly garden and visit a netted butterfly enclosure.
- Additional activities will include butterfly education, children’s crafts, face painting, a balloon artist, and more.
- Food will be available for purchase.

**VI. COMMISSION COMMENTS AND REPORT**

At this time Commissioners may comment on agenda or non-agenda matters and ask questions of or give direction to staff, provided that no action may be taken on off-agenda items unless authorized by law.

**VII. ADJOURNMENT**

**SUMMARY ACTION MINUTES**  
**(Action Items Displayed in Italics)**

**VIRTUAL MEETING: +1 (415) 655 0001, Access Code 177 565 3464**

<https://ocgov.webex.com/ocgov/onstage/g.php?MTID=e675af9bdf3d3ca1b5b6402120bf37f7d> #PARKS#

**I. ROLL CALL**

*Chair Muller, Vice Chair Koos and Commissioners Shawver, Wellborn and Ashland were present. Commissioners Hanson and McCusker were absent.*

**II. PUBLIC PARTICIPATION**

At this time, members of the public may address the Commission on items of public interest that are within the jurisdiction of the Commission and are not contained in tonight's agenda.

*No members of the public indicated interest in speaking under Item. II Public Participation.*

**III. CONSENT CALENDAR (Item A)**

The following items on the consent calendar will be approved by one motion unless a Commission member requests to pull a specific item.

A. Approve Commission minutes for May 6, 2021.

*Motion: Chair Muller*

*2nd: Commissioner Shawver*

*Approved 4-0; Commissioner Wellborn abstained*

**IV. DISCUSSION CALENDAR (Items A – B)**

**A. MILE SQUARE REGIONAL PARK MASTER PLAN**

A Master Plan for Mile Square Regional Park has been prepared that is intended to supersede the Park's existing GDP and identify recreational and experiential opportunities to meet the needs of the diverse population of Park users who visit each year. In addition to the Commission staff report, a presentation will also be provided by staff on this item.

*Stacy Blackwood, OC Parks Director, provided information and answered Commissioners' questions.*

*Natalia Gaerlan, Interim Planning and Design Manager, provided information and answered Commissioners' questions.*

**RECOMMENDED ACTION:**

Recommend that the Board of Supervisors approve the Mile Square Regional Park Master Plan and adopt a resolution to certify Environmental Impact Report No. 633.

*Motion: Commissioner Ashland*

*2nd: Vice Chair Koos*

*Approved 5-0*

## **B. JULY FIELD TRIP**

In January 2021, your Commission approved its 2021 meeting and field trip schedule. At that meeting, your Commission indicated that the field trip date and location would be selected the month preceding the field trip.

Date options for morning field trip:

- a) Friday, July 9
- b) Saturday, July 10

Location options:

- a) Salt Creek Beach
- b) Whiting Ranch Wilderness Park
- c) Irvine Ranch Open Space

*Stacy Blackwood, OC Parks Director, provided information on the location options and answered Commissioners' questions.*

*James Campbell, CEO Real Estate Administrative Manager, provided an overview of the upcoming RFP for a food and beverage concession at Salt Creek Beach.*

### **RECOMMENDED ACTIONS:**

1. Select a field trip date.
2. Select a field trip location.

*Commissioner Ashland made a motion to select Salt Creek Beach as the location of the field trip on Friday, July 9.*

*2nd: Chair Muller*

*Approved 5-0*

## **V. OC PARKS DIRECTOR'S REPORT**

*Stacy Blackwood, OC Parks Director, provided updates and answered Commissioners' questions.*

## **A. DEPARTMENT UPDATES**

### **B. UPCOMING OC PARKS EVENTS**

OC Parks is excited to welcome back the Summer Concert Series and Sunset Cinema film series, presenting concerts Thursdays, June 24 – August 26 and movies Fridays, June 18 – September 10. All events are free and will include free parking with food and drink available for purchase. Details for July, August and September events will be announced on OCParks.com. As always, COVID-19 guidelines are being continuously monitored to ensure park operations and activities reflect accordingly.

#### Sunset Cinemas – Various Locations – Fridays – 6pm to 10pm

- June 18 – The Never Ending Story at Craig Regional Park
- June 25 - How to Train Your Dragon at Carbon Canyon Regional Park

#### Summer Concerts – Various Locations – Thursdays – 5pm to 8pm

- June 24 – Flashback Heart Attack (80s Cover Band) at Craig Regional Park

## **VI. COMMISSION COMMENTS AND REPORT**

At this time Commissioners may comment on agenda or non-agenda matters and ask questions of or give direction to staff, provided that no action may be taken on off-agenda items unless authorized by law.

## **VII. ADJOURNMENT 8:01 pm**



**ORANGE COUNTY PARKS COMMISSION**

**STAFF REPORT**

**FROM:** Stacy Blackwood, Director, OC Parks

**DATE:** August 5, 2021

**SUBJECT:** Crawford Canyon Park and Road Sidewalk Extension Project Mitigated Negative Declaration

On March 15, 2011, the Board of Supervisors (Board) authorized County staff to pursue acquisition and development of a community park or other recreational opportunities within or to the benefit of the North Tustin unincorporated County area. To that end, a property of approximately 2.5 acres, now referred to as Crawford Canyon Park ("Park"), was identified in North Tustin at the corner of Newport Avenue and Crawford Canyon Road, within the boundaries of the North Tustin Landscape and Lighting Assessment District ("District"). The Park was purchased for \$980,000 utilizing County Local Park Trust Fund 153, an account used to hold developer park in-lieu fees; acquisition of the Park was subsequently finalized and the deed recorded on November 29, 2011.

On April 25, 2017, the Board adopted a resolution that identified the parcel for park purposes and authorized the use of District Fund 459 for improvements and maintenance at the Park. The District funds, provided by property owners within the District, pays for the maintenance, operation and improvement of neighborhood parks and trails within its boundaries. Subsequently, on September 11, 2018, the Board adopted the Clearwater at North Tustin Development Agreement, which required the Clearwater developer ("Developer") to either 1) contribute a park in-lieu fee and community benefit fee to the County in an amount totaling \$850,000 or 2) design and build the new park. The Developer opted to pay the in-lieu fee.

In preparation for development of the Park, OC Parks conducted two public workshops (November 14, 2018 and January 16, 2020) to discuss the design concept for the project, invite public comments, and solicit feedback on alternative park plans. Based on the public feedback received, the Project Design Plan (Attachment F) was prepared.

The Project Design Plan for the Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project ("Project") proposes recreational amenities and features that include a quarter-mile walkway, pathways, foot bridges, two playgrounds/natural play areas for children, exercise stations, picnic tables, benches, a drinking fountain, a bioswale and bioretention basin, landscape berms aligned with trees and natural rolling lawn areas. A paved surface parking lot with 11 vehicular parking spaces for the park would be provided onsite with vehicular access from Newport Avenue for both northbound and southbound travel. Currently, construction documents are under review for permits. After a public bid process, the award of contract for construction and a request to record

a park deed restriction on the park parcel will go to the Board of Supervisors for approval early 2022. Construction will begin Spring of 2022, and the opening of the park will be Winter of 2023.

A sidewalk extension project is also proposed by OC Public Works to provide a pedestrian route to the Park. The proposed improvements of the project include approximately 630 feet of sidewalk construction along the north side of Newport Avenue beginning across from Hyde Park Drive and proceeding east, and approximately 815 feet of sidewalk construction along the west side of Crawford Canyon Road from the northeast end of the park to Country Haven Lane. Additional associated proposed improvements include decomposed granite walkways, pavement reconstruction, driveways, curb ramps, curb/gutter, retaining walls/slough walls, drainage inlet modifications and features, utility relocations and adjustments, traffic pole replacement, pedestrian push button relocation and adjustments to electrical pull boxes at the intersection of Crawford Canyon Road and Newport Avenue.

**Compliance with CEQA:** Initial Study/Mitigated Negative Declaration (“IS/MND”) No. IP 21-093 (Attachment B) was prepared to study the potential environmental impacts of the proposed Project. The document was posted for the requisite 20-day public review period, from June 17, 2021, to July 8, 2021. The Notice of Intent to Adopt a Mitigated Declaration (“Notice”) was mailed to 17 organizations including state agencies, county agencies, local Native American tribes and approximately 153 surroundings residents. In addition, the Notice was posted onsite at six locations: corner of Newport Avenue and Marcy Drive; southwest corner of park parcel; corner of Crawford Canyon Road and Newport Avenue; corner of Crawford Canyon Road and Villa del Cerro; corner of Crawford Canyon Road and Pine Canyon Road; and corner of Crawford Canyon Road and Country Haven Lane.

A total of seven comment letters were received during the public review period: two from public agencies (Orange County Fire Authority [“OCTA”] and Orange County Transportation Authority [“OCFA”]) and five from individuals. OCTA highlighted that Crawford Canyon Road north of Newport Boulevard is designated as a Secondary (two-lane, undivided) Arterial per the Orange County Master Plan of Arterial Highways and that the proposed project should not preclude the buildout of Crawford Canyon Road as it relates to potential future right-of-way needs. The comment is provided as a clarification and that the sidewalk extension would not preclude the buildout of Crawford Canyon Road. OCFA noted that they did not have any comments on the project.

The comments received from the individuals expressed concern regarding possible homeless encampments in the park, hours of operation, loud music, and fencing. The park hours will be November 1st – February 28th 7:00 AM to 6:00 PM and March 1st – October 31st 7:00 AM – 9:00 PM, which provide the ability to enforce trespassing laws. Loud and amplified music/noise is also prohibited by County Ordinance and can be enforced. The public may call the County Sheriff’s Department (“OCSD”) for these issues, and they would respond and enforce County laws. In addition, OC Parks regulations preclude camping and storing of property, and loitering on County property. OC Parks will

inspect the park for violations, and OCSD will enforce the regulations. Fencing will be installed adjacent to the playgrounds for safety and along the private/public property line.

Additional questions included location of parking stalls and impact of the proposed extension of the sidewalk on private property. Parking stalls will be located at the lower southwest portion of the park adjacent to the existing drainage channel and include nine standard spaces and two accessible spaces. The sidewalk, curb and gutter are currently being designed within the public right-of-way (ROW), and would include minor grading that would extend beyond the public ROW in the landscape area along Newport Avenue. Work outside the public ROW would require the County to obtain a temporary construction easement (TCE) over private property. The comment letters are appended as Attachment C.

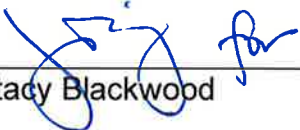
None of the comments presents substantial evidence of a fair argument that the Project may have a significant impact on the environment.

All mitigation measures for the proposed Project are included in the Mitigation Monitoring and Reporting Program ("MMRP") (Attachment D). The MMRP is recommended for adoption for the Project and will be carried forward with the implementation of the Project.

Based on the IS/MND, and the administrative record as a whole, there is no substantial evidence of a fair argument that the Project may have a significant impact on the environment. The IS/MND identifies the potential significant environmental impacts of the Project, in accordance with CEQA, and incorporates mitigation measures to reduce impacts to a level below significant. Therefore, the adoption of IS/MND No. IP 21-093 and the MMRP satisfies the requirements of CEQA for the Project.

**RECOMMENDED ACTION:**

Recommend that the Board of Supervisors approve the Crawford Canyon Park project and adopt Mitigated Negative Declaration No. IP 21-093.

  
Stacy Blackwood

**ATTACHMENTS:**

Attachment A – Location Map

Attachment B – Initial Study/Mitigated Negative Declaration (IS/MND) No. IP 21-093

Attachment C – IS/MND No. IP 21-093 Comment Letters

Attachment D – Mitigation Monitoring and Reporting Program (MMRP)

Attachment E – IS/MND Appendices A through K

Attachment F – Project Design Plan



SOURCE: Mapbox, 2020.

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project



# ATTACHMENT B

Crawford Canyon park ISMND

<https://www.ocparks.com/sites/ocparks/files/2021-07/2021.08.05%20%284-A%29%20Attachment%20B%20-%20Crawford%20ISMND%20Final.pdf>

## Gaerlan, Natalia

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**From:** Distaso, Robert <RobertDistaso@ocfa.org>  
**Sent:** Wednesday, June 30, 2021 11:10 AM  
**To:** Salazar, Cindy  
**Cc:** Distaso, Robert  
**Subject:** Crawford Canyon Park and Road Sidewalk

**Attention:** This email originated from outside the County of Orange. Use caution when opening attachments or links.

Hi Cindy,  
We have no comments to the MND for this project.



**Robert J Distaso PE**

Fire Safety Engineer  
Orange County Fire Authority  
Office Phone 714-573-6253  
Cell Phone 714-745-3422



**BOARD OF DIRECTORS**

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**CHIEF EXECUTIVE OFFICE**

*Darrell E. Johnson  
Chief Executive Officer*

July 7, 2021

Ms. Cindy Salazar  
OC Public Works – OC Development Services/Planning  
601 North Ross Street  
Santa Ana, CA 92701

**Subject: Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project Mitigated Negative Declaration (File Number IP 21-093)**

Dear Ms. Salazar:

Thank you for providing the Orange County Transportation Authority (OCTA) with the Notice of Intent to adopt Mitigated Negative Declaration File Number IP 21-093 for the Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project. The following comment is provided for your consideration.

- Please note that Crawford Canyon Road north of Newport Boulevard is designated as a Secondary (two-lane, undivided) Arterial per the Orange County Master Plan of Arterial Highways. The proposed project should not preclude the buildout of Crawford Canyon Road as it relates to potential future right-of-way needs.

Throughout the development of this project, we encourage communication with OCTA on any matters discussed herein. If you have any questions or comments, please contact me at (714) 560-5907 or at [dphu@octa.net](mailto:dphu@octa.net).

Sincerely,

**Dan Phu**  
Manager, Environmental Programs

**Gaerlan, Natalia**

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**From:** J Evelyn Margines <jevelyn@mac.com>  
**Sent:** Friday, June 18, 2021 8:52 AM  
**To:** Salazar, Cindy  
**Cc:** Michael Nelson; Sarah Matos; Amanda Hong  
**Subject:** Crawford Canyon Park

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Good Morning Ms. Salazar,

I am the president of the Country View Estates HOA, whose members are the homeowners on Marcy Ranch Road. As you may know, our HOA also owns land along the west side of Newport Avenue, from the northwest corner of Newport and Marcy Drive and proceeding north.

My concern is the possible impact of a proposed extension of the sidewalk on our land. Will there be any such extension? If so, what would it entail?

Thank you so much.

Charles Margines



**From:** [Park, Crawford Canyon](#)  
**To:** [Salazar, Cindy](#)  
**Subject:** FW: 4 challenges concerning the proposed Crawford Canyon park. (Newport Ave @ Crawford Canyon Road)  
**Date:** Monday, July 12, 2021 8:07:42 AM

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Natalia Gaerlan, PLA | AICP  
OC Parks | Planning & Design Division  
13042 Old Myford Road, Irvine, CA 92602  
(949) 923-3759 office  
(714) 227-6720 cell

More about OC Parks: Website, Twitter, Facebook

-----Original Message-----

From: Mark Hopkins <mhopkinslaw@att.net>  
Sent: Friday, June 18, 2021 10:08 PM  
To: Park, Crawford Canyon <crawfordcanyonpark@ocparks.com>  
Cc: pat.welch@ca.rr.com; CVE - HOA <jevelyn@me.com>; ken@kellyassociates.com; DDChew@aol.com; CVE - HOA <SRB561@yahoo.com>; Hughes Jim <JHughes@hbai.com>; Ho Lisa <lisa@merchsource.com>; dcylak@gmail.com; joshuasdaddy@att.net  
Subject: 4 challenges concerning the proposed Crawford Canyon park. (Newport Ave @ Crawford Canyon Road)

Attention: This email originated from outside the County of Orange. Use caution when opening attachments or links.

Question #1: Please clarify on a diagram, & describe in words, the precise location of the proposed 11 parking spaces in the park.

Question #2: What are the proposed hours for the opening and closing of the park for use by the public?

Question #3: What rules and enforcement provisions exist which will prevent the use and occupancy of the park from 8:00 pm to 8:00 am by the homeless community?

Question #4: What rules and enforcement provisions exist which will prevent loud music from being played, and/or loud noises produced, during the hours that the park is open to the public?

Thank you.

Mark Hopkins  
12962 Marcy Ranch Rd.  
Cell 714.272.4914

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**Gaerlan, Natalia**

**Subject:** RE: Crawford Canyon Park design: add a sign / sidewalk design

**From:** Jim Suzuki <[jsuzuki33@yahoo.com](mailto:jsuzuki33@yahoo.com)>

**Sent:** Thursday, June 17, 2021 9:43 PM

**To:** Ramos, Adam <[Adam.Ramos@ocpw.ocgov.com](mailto:Adam.Ramos@ocpw.ocgov.com)>; Michelle (home) Hope <[michellesuzuki@yahoo.com](mailto:michellesuzuki@yahoo.com)>

**Subject:** Re: Crawford Canyon Park design: add a sign / sidewalk design

**Attention:** This email originated from outside the County of Orange. Use caution when opening attachments or links.

Adam: I just got a letter from OCPW on the MND for the park. Per the link in the letter, I looked at the plans and it had a drawing of the proposed wrought iron fence along Crawford (below), maybe it is not a finished drawing but the fence needs to extend past the location on the drawing all the way to the last property on the private road (red line) and tie into the existing chain link fence (blue line). people will be motivated to descend the slope into the park vs turning all the way back to go around, we have seen people do so and some using my neighbor's fence as handholds to scramble down the slope. I appreciate your attention into this matter.



Jim Suzuki  
email: [jsuzuki33@yahoo.com](mailto:jsuzuki33@yahoo.com)

Voicemail from resident on June 17, 2021.

Yes, the name is Bob Scherer. I live off of Crawford Canyon. And this phone call is in regard to the park that is being proposed for the corner of Newport avenue and Crawford canyon. One of the issues I have is how are you going to handle, especially with all of the amenities that are being proposed in the park, how are you going to handle the homeless who are going to set their tents up in the park. This is something that the Board of Supervisors need to consider. We have a problem in Orange County with homeless folks. Not that I am against homeless folks, but when they pitch their tents it becomes an eyesore for the neighborhood. Those are my questions...how are you going to handle the homeless people that who are going to pitch their tents on the green area and utilize all of the nice amenities that the park is going to provide?

**From:** [Colleen Nelson](#)  
**To:** [Gaerlan, Natalia](#)  
**Cc:** [Salazar, Cindy](#)  
**Subject:** Feedback re: Crawford Canyon Park project  
**Date:** Monday, July 5, 2021 2:43:32 PM

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**Attention:** This email originated from outside the County of Orange. Use caution when opening attachments or links.

Hello. I am a resident in the Country Haven neighborhood of North Tustin, and received your Notice of Intent to Adopt the Mitigated Negative Declaration, and the request for comments.

In reviewing the document and the drawings, it looks like its going to be a lovely park.

I don't know if this qualifies as an environmental concern, but many other Tustin area parks have perimeter fencing, and I'm wondering why Crawford Canyon Park, which borders a busy 4-lane road like Newport Blvd., won't. I'm specifically thinking of Citrus Ranch Park at Jamboree and Portola, Cedar Grove Park, Bent Tree Park near Peters Canyon, and Peters Canyon itself.

I do see the play areas are set back quite a ways from Newport Blvd in Crawford Canyon Park, and I see berms strategically placed. I also know a determined toddler or young child may see those berms as an "attractive nuisance," and be tempted to run toward them, and over them to a road with fast moving traffic.

Of lesser concern is the proposed removal of all the existing trees from the park sit, only to be replaced by new plantings of the same or similar type. But if it's easier to build from scratch and easier from a plant management point of view, then I understand.

Many families here are looking forward to the new park with great enthusiasm. As a homeowner who was present at the initial input meeting with the county, I thought I'd share my thoughts.

Thanks for reading,

Colleen Nelson

19611 Country Haven Ln, North Tustin

714-402-2097

# ATTACHMENT E

Crawford Canyon Park : ISMND Appendices

[https://www.ocparks.com/sites/ocparks/files/2021-07/2021.08.05%20%284-A%29%20Attachment%20E%20-%20ISMND%20Appendices 1.pdf](https://www.ocparks.com/sites/ocparks/files/2021-07/2021.08.05%20%284-A%29%20Attachment%20E%20-%20ISMND%20Appendices%201.pdf)

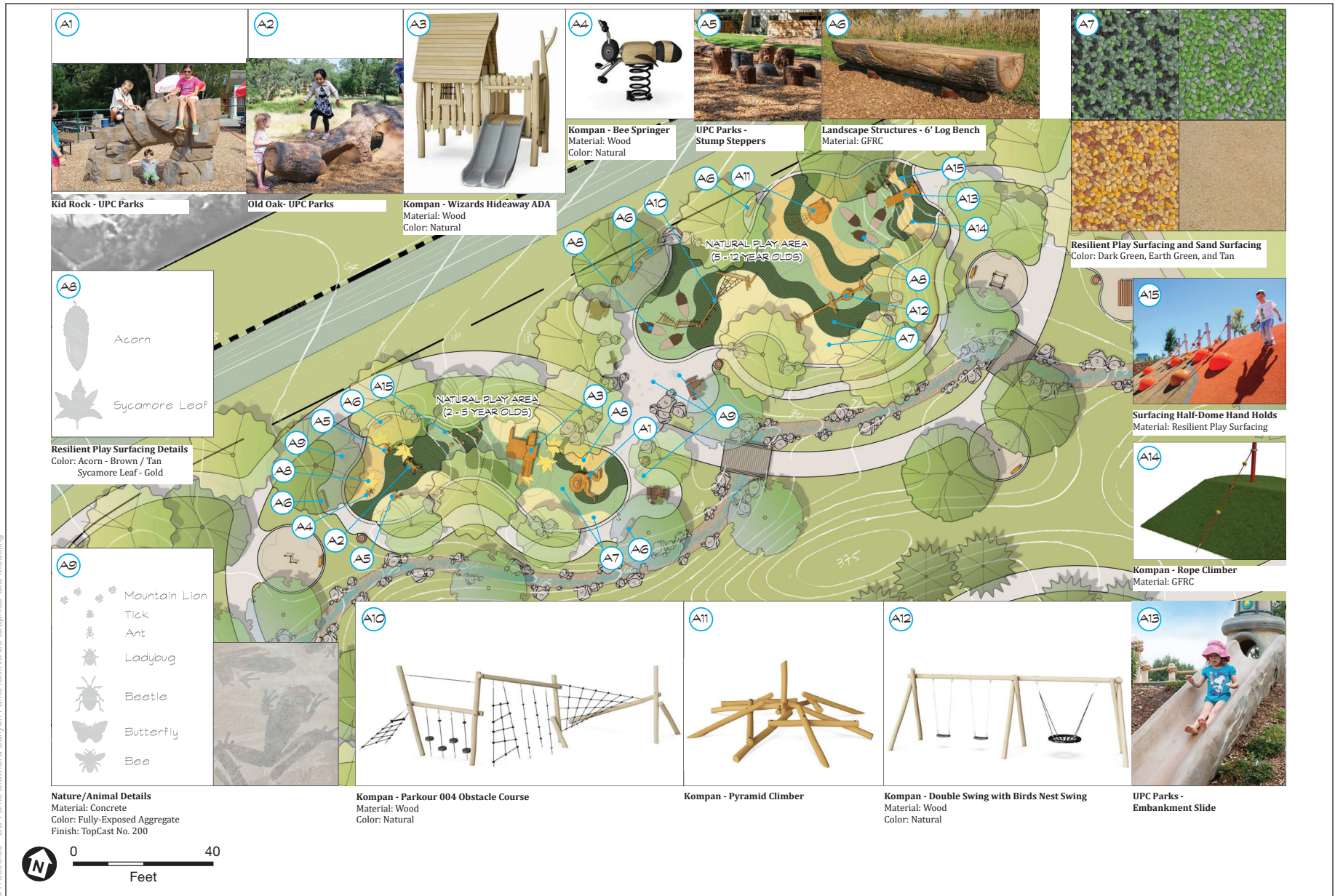


SOURCE: OC Parks, 2020

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project

**Figure 4**  
Crawford Canyon Park Conceptual Site Plan

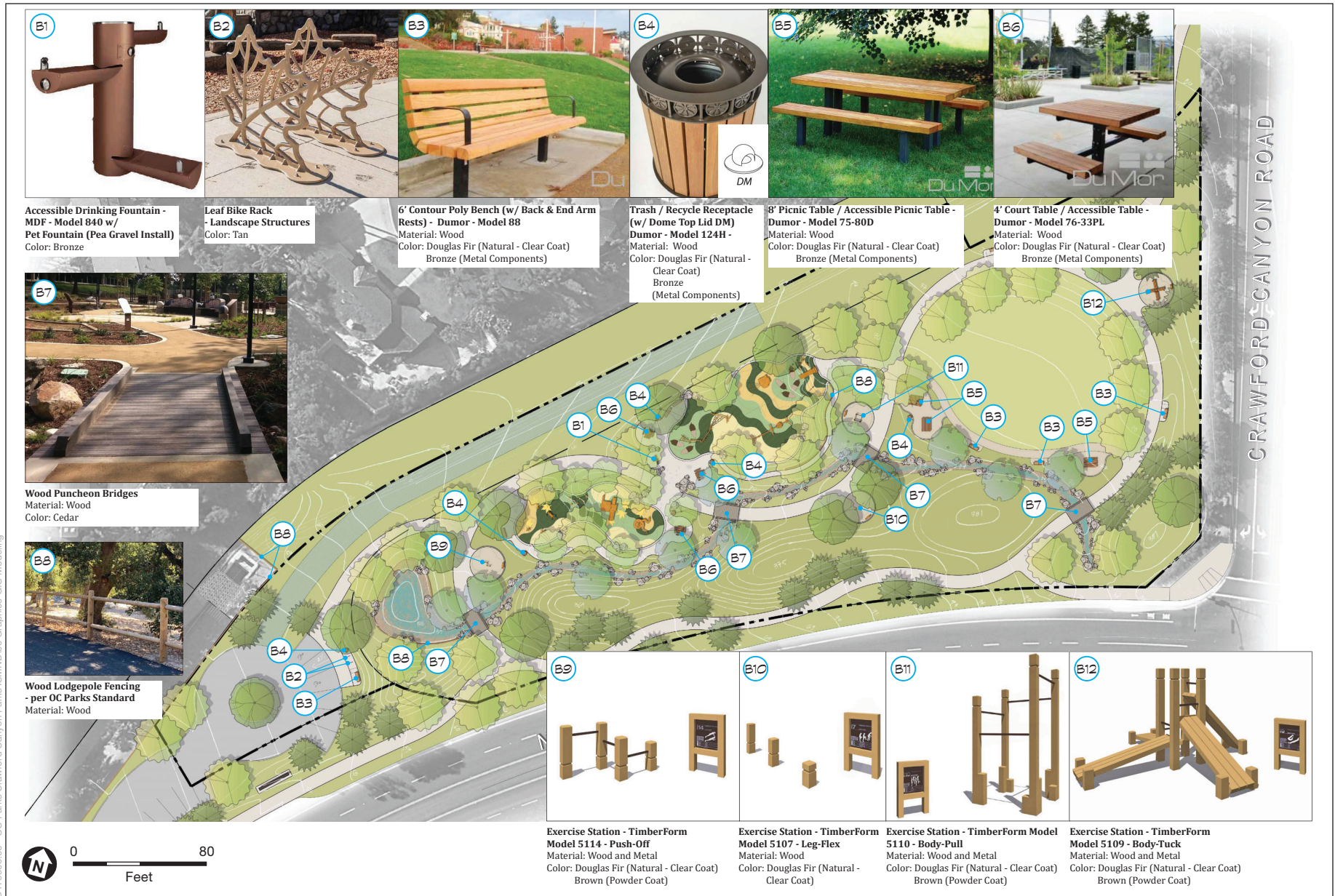




SOURCE: RJM Design Group, 2020

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project

**Figure 5**  
Crawford Canyon Park Playground Equipment

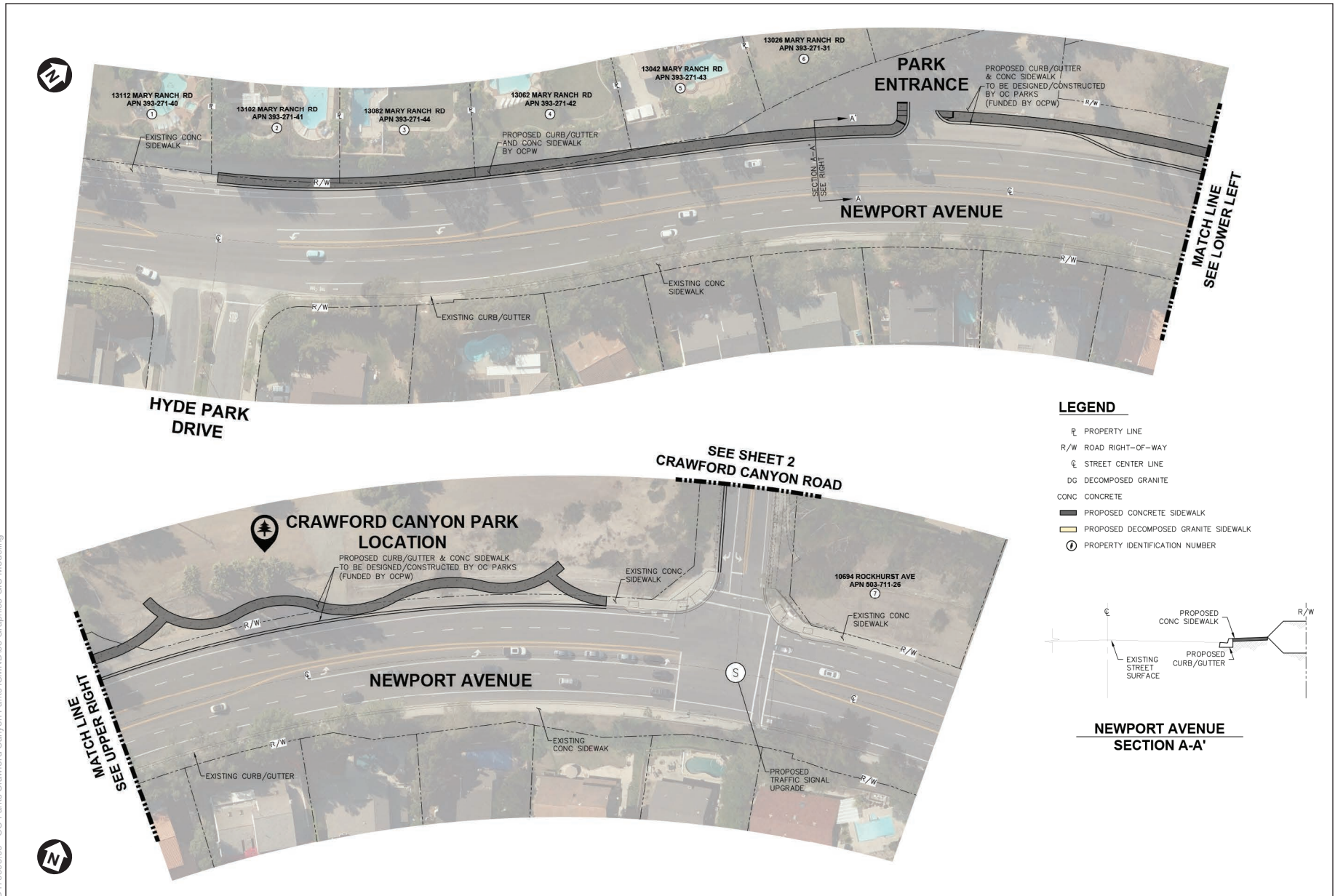


SOURCE: RJM Design Group, 2020

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project

**Figure 6**  
Crawford Canyon Park Site Furnishings



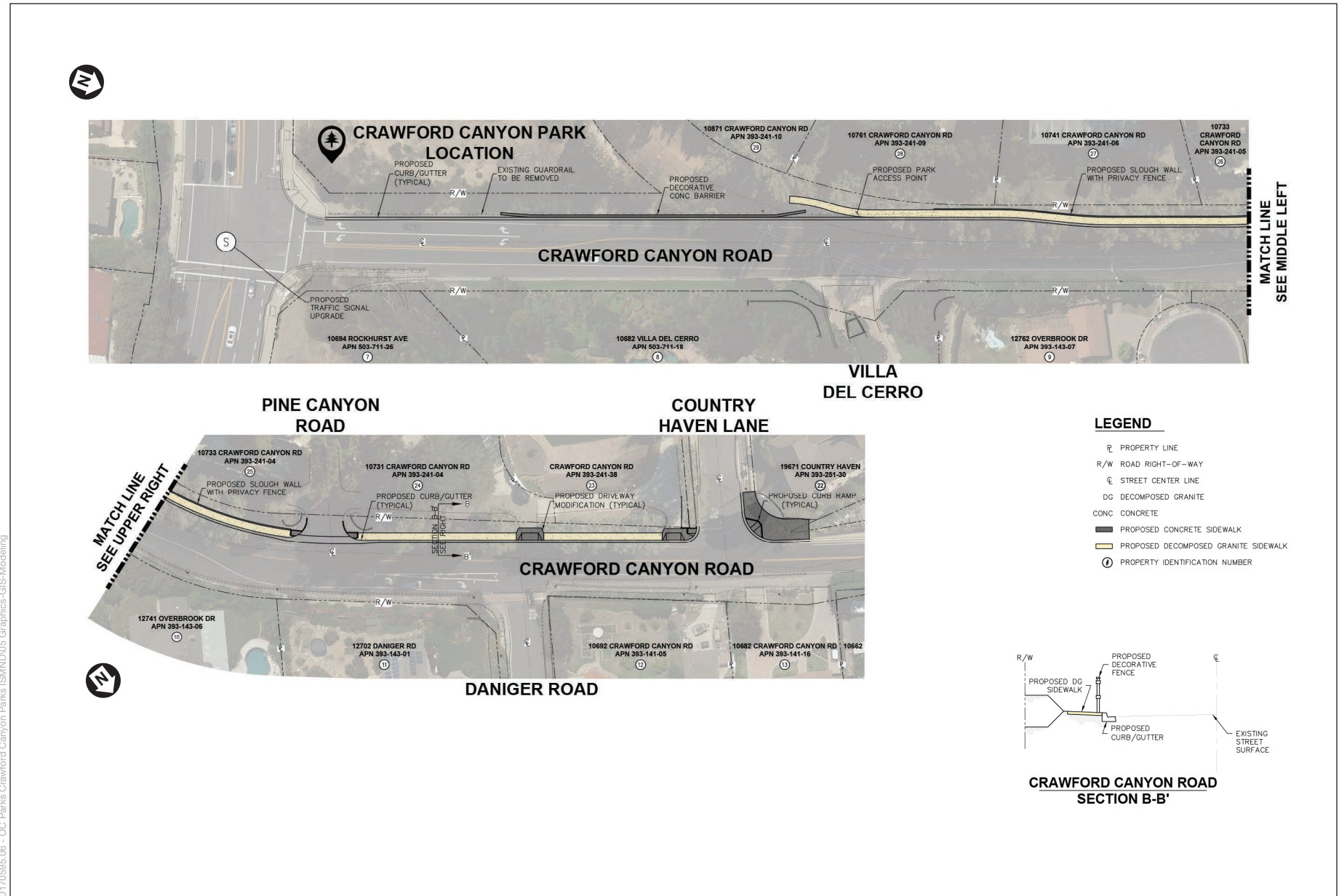


SOURCE: County of Orange, 2020

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project

**Figure 7a**  
Crawford Canyon Road Sidewalk Extension Conceptual Plan





D:\70595.06 - OC Parks Crawford Canyon Parks ISMIND05 Graphics-GIS-Modeling

SOURCE: County of Orange, 2020

Crawford Canyon Park and Crawford Canyon Road Sidewalk Extension Project

**Figure 7b**  
Crawford Canyon Road Sidewalk Extension Conceptual Plan



**Table 5-1: Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementation Action	Responsible Implementation Agency/Party	Timing of Verification	Verification Date
<b>Biological Resources</b>				
<p><b>Mitigation Measure BIO-1:</b> Proposed Project activities that may disturb native and non-native vegetation, or structures where birds or bats may potentially nest, shall occur outside of the avian breeding and maternity bat roosting seasons which extend from February 1 to September 1 (and may begin as early as January 1 for some raptors) in order to avoid potential impacts to nesting birds or their eggs or breeding bats.</p> <p>If construction activities cannot avoid the avian breeding and maternity bat roosting season, a qualified biologist shall conduct nesting bird and maternity bat roosting surveys not more than 3 days prior to the initiation of Project activities. If a protected native nesting bird or maternity bat roost is found, the County shall delay all Project activities within 100 feet of occupied nesting or roosting habitat (within 300 feet for suitable raptor nesting habitat) until the nest or roost is vacated and juveniles have fledged and there is no evidence of a second attempt at nesting/maternal roosting. Flagging, stakes, or construction fencing shall be used to demarcate the inside boundary of the buffer of 100 feet (or 300 feet) between the Project activities and the nest/roost. A smaller buffer area around an active nest may be recommended by the qualified monitoring biologist based on tolerance behavior of the nesting bird. Project personnel, including all contractors working on site, shall be instructed on the sensitivity of the area. The qualified biologist shall provide the County with the results of the recommended protective measures described</p>	<p>If a protected native nesting bird or maternity bat roost is found during the survey, the County shall delay all Project activities within 100 feet of occupied nesting or roosting habitat (within 300 feet for suitable raptor nesting habitat) until the nest or roost is vacated and juveniles have fledged and there is no evidence of a second attempt at nesting/maternal roosting.</p>	<p>County of Orange Qualified Biologist Project Contractor</p>	<p>Prior to and during grading and/or construction</p>	

Mitigation Measure	Implementation Action	Responsible Implementation Agency/Party	Timing of Verification	Verification Date
above to document compliance with applicable State and Federal laws pertaining to the protection of native birds and special-status bats.				
<b>Cultural Resources</b>				
<p><b>Mitigation Measure CUL-1:</b> In the event that historic (e.g., bottles, foundations, refuse dumps/privies, railroads, etc.) or prehistoric (e.g., hearths, burials, stone tools, shell and faunal bone remains, etc.) archaeological resources are unearthed, ground-disturbing activities shall be halted or diverted away from within 50 feet of the find and a Qualified Archaeologist (defined as meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology) shall be notified. An appropriate buffer area shall be established by the Qualified Archaeologist around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. All archaeological resources unearthed by project construction activities shall be evaluated by the Qualified Archaeologist. The County shall consult with appropriate Native American representatives in determining treatment for prehistoric or Native American resources to ensure cultural values ascribed to the resource, beyond those that are scientifically important, are considered. If a resource is determined by the Qualified Archaeologist to constitute a “historical resource” pursuant to CEQA Guidelines Section 15064.5(a) or a “unique archaeological resource” pursuant to Public Resources Code Section 21083.2(g), the Qualified Archaeologist shall coordinate with the Applicant and the County to develop a formal treatment plan that would serve to reduce impacts to the resources. The treatment plan established for the resources</p>	<p>If historic archaeological resources are unearthed, ground-disturbing activities shall be halted or diverted away from within 50 feet of the find and a Qualified Archaeologist shall be notified.</p>	<p>County of Orange Qualified Archaeologist Project Contractor</p>	<p>Prior to and during grading and/or construction</p>	

<b>Mitigation Measure</b>	<b>Implementation Action</b>	<b>Responsible Implementation Agency/Party</b>	<b>Timing of Verification</b>	<b>Verification Date</b>
<p>shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and Public Resources Code Sections 21083.2(b) for unique archaeological resources. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis. The treatment plan shall include measures regarding the curation of the recovered resources that may include curation at an accredited public, non-profit institution with a research interest in the materials, such as the Natural History Museums of Los Angeles County, if such an institution agrees to accept the material. If no accredited institution accepts the materials, they may be donated to a local school or historical society in the area for educational purposes. The Qualified Archaeologist shall determine the need for archaeological construction monitoring in the vicinity of the find thereafter.</p> <p>The Qualified Archaeologist shall prepare a final report and appropriate California Department of Parks and Recreation Site Forms at the conclusion of treatment and/or the any follow-up archaeological construction monitoring. The report shall include a description of resources unearthed, if any, treatment of the resources, results of the artifact processing, analysis, and research, and evaluation of the resources with respect to the California Register of Historical Resources. The report and the Site Forms shall be submitted by the Applicant to the County, the South Central Coastal Information Center, and representatives of other appropriate or concerned agencies to signify the satisfactory completion of the project and required mitigation measures.</p>				

Mitigation Measure	Implementation Action	Responsible Implementation Agency/Party	Timing of Verification	Verification Date
<p><b>Mitigation Measure CUL-2:</b> If human remains are encountered unexpectedly during implementation of the project, State Health and Safety Code Section 7050.5 requires that no further excavation or disturbance shall occur to the human remains and any nearby area (within 100 feet) reasonably suspected to overlie adjacent remains until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC shall then identify the person(s) thought to be the Most Likely Descendent (MLD). The MLD may, with the permission of the land owner, or his or her authorized representative, inspect the site of the discovery of the Native American remains and may recommend to the owner or the person responsible for the excavation work means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The MLD shall complete their inspection and make their recommendation within 48 hours of being granted access by the land owner to inspect the discovery. The recommendation may include the scientific removal and nondestructive analysis of human remains and items associated with Native American burials. Upon the discovery of the Native American remains, the landowner shall ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this mitigation measure, with the MLD regarding their</p>	<p>If human remains are encountered unexpectedly during implementation of the project, State Health and Safety Code Section 7050.5 requires that no further excavation or disturbance shall occur to the human remains and any nearby area reasonably suspected to overlie adjacent remains until the County Coroner has made the necessary findings as to origin and disposition pursuant to PRC Section 5097.98.</p>	<p>County of Orange Qualified Archaeologist Project Contractor</p>	<p>Prior to and during grading and/or construction</p>	

Mitigation Measure	Implementation Action	Responsible Implementation Agency/Party	Timing of Verification	Verification Date
<p>recommendations, if applicable, taking into account the possibility of multiple human remains. The landowner shall discuss and confer with the descendants all reasonable options regarding the descendants' preferences for treatment.</p> <p>If the NAHC is unable to identify a MLD, or the MLD identified fails to make a recommendation, or the landowner rejects the recommendation of the MLD and the mediation provided for in Subdivision (k) of Section 5097.94, if invoked, fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall inter the human remains and items associated with Native American human remains with appropriate dignity on the facility property in a location not subject to further and future subsurface disturbance.</p>				
<b>Geology and Soils</b>				
<p><b>Mitigation Measure PALEO-1:</b> If a potential fossil is found, a Qualified Paleontologist (Paleontologist) that meets the professional criteria established by the Society of Vertebrate Paleontology (SVP, 2010) shall be notified. The Paleontologist shall have the authority to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. An appropriate 50-foot buffer area shall be established around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. The Paleontologist shall assess the discovery and make recommendations as to the appropriate treatment. At the Paleontologist's discretion, and to reduce any construction delay, the grading and excavation contractor shall assist in removing rock/sediment samples for initial processing and evaluation. If the</p>	<p>If a potential fossil is found, a Qualified Paleontologist (Paleontologist) that meets the professional criteria established by the Society of Vertebrate Paleontology (SVP, 2010) shall be notified.</p>	<p>County of Orange Qualified Archaeologist Project Contractor</p>	<p>Prior to and during grading and/or construction</p>	

Mitigation Measure	Implementation Action	Responsible Implementation Agency/Party	Timing of Verification	Verification Date
<p>fossil is determined to be significant, the Paleontologist shall implement a paleontological salvage program to remove the resource from its location, following the guidelines of the SVP (2010). Any fossils encountered and recovered shall be prepared to the point of identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the material and with retrievable storage, such as the County of Orange’s Paleontology and Archaeology (COPA) collections at the Dr. John D. Cooper Archaeological and Paleontological Center, or Natural History Museums of Los Angeles County, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, reports, maps, and photographs shall also be filed at the repository and/or school.</p>				
<b>Tribal Cultural Resources</b>				
<p><b>Standard Conditions TCR-1:</b> Unanticipated Discovery of Archaeological Resources. If unanticipated archaeological resources or deposits are discovered during ground disturbing activities, OCPW will implement the following measures. All work will halt within a 50-foot radius of the discovery. OCPW will have a qualified professional archaeologist with knowledge of Native American resources to assess the significance of the find. If the resources are Native American in origin, the County shall coordinate with the Tribe regarding evaluation, treatment, curation, and preservation of these resources. The archaeologist will have the authority to modify the no-work radius as appropriate, using professional judgment in consultation with OCPW.</p>	<p>If unanticipated archaeological resources or deposits are discovered during ground disturbing activities.</p>	<p>OC Parks Department – Qualified Archaeologist</p>	<p>During construction</p>	



<b>Mitigation Measure</b>	<b>Implementation Action</b>	<b>Responsible Implementation Agency/Party</b>	<b>Timing of Verification</b>	<b>Verification Date</b>
<p>Work will not continue within the no-work radius until the archaeologist conducts sufficient research and evidence and data collection to establish that the resource is either: (1) not cultural in origin; or (2) not potentially eligible for listing on the CRHR. If a potentially eligible resource is encountered, then the archaeologist and OCPW, as lead agency, in consultation with the Tribe, will arrange for either: (1) avoidance of the resource, if possible; or (2) test excavations to evaluate eligibility, and if eligible, an attempt to resolve adverse effects to determine appropriate mitigation. The assessment of eligibility will be formally documented in writing as verification that the provisions in CEQA for managing unanticipated discoveries and PRC Section 5024 have been met.</p>				



# Crawford Canyon Park

OC Parks Commission - August 5, 2021



# Project Background

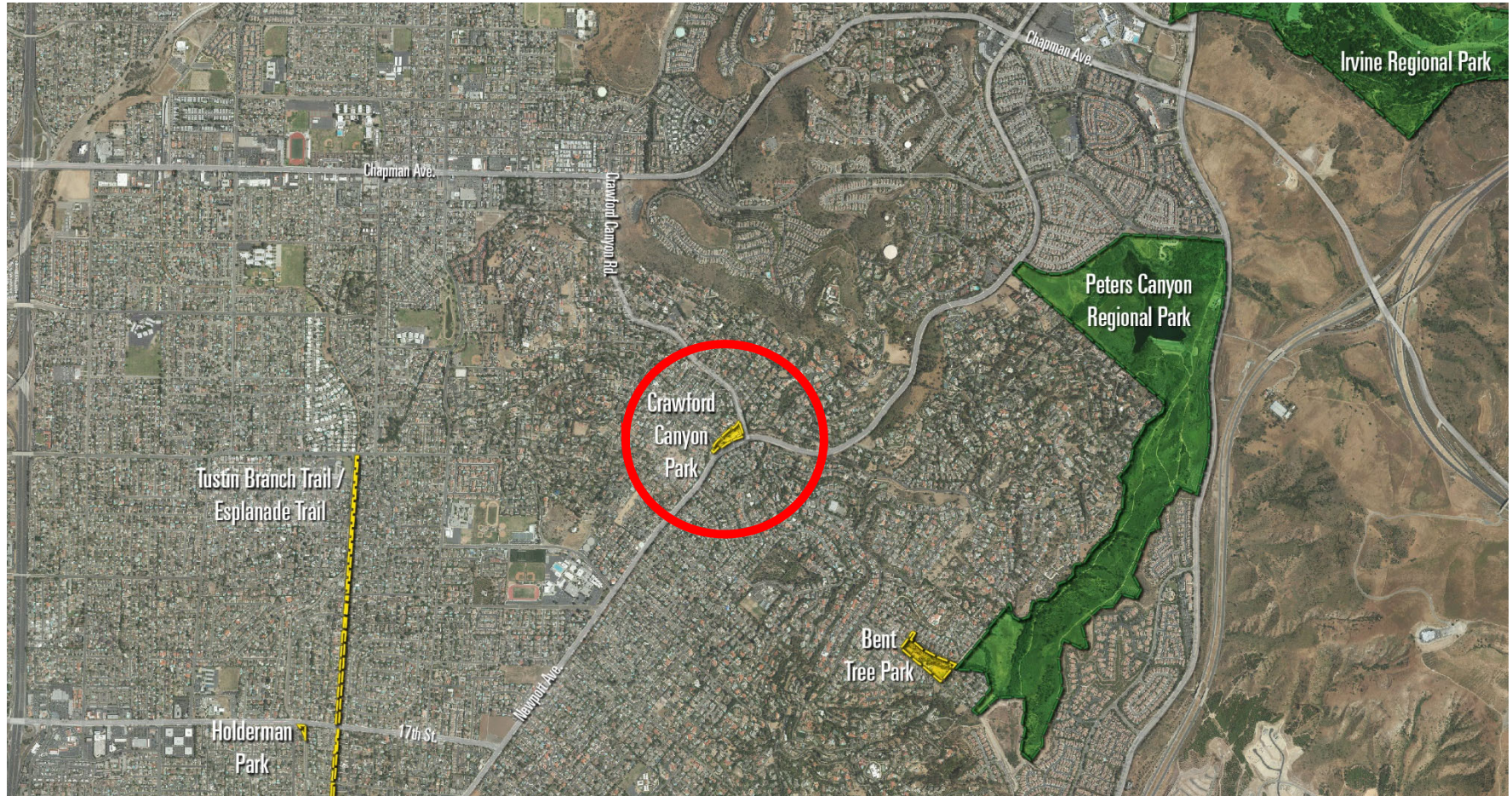
- **March 2011** – Board authorizes search for community park in N Tustin
- **October 2011**- County acquires parcel
- **April 2017**- County authorizes use of N. Tustin Landscape & Lighting District (Fund 459) for park development & maintenance
- **August 2018** - Clearwater at N. Tustin Development Agreement approved with Public Benefit Clause for passive local park with two options:
  - 1) Developer pays \$850,000 to County to build park
  - 2) Developer designs and builds park
- **June 2019** – Developer elects option 1

**Crawford Canyon Park**

OC Parks Commission - August 5, 2021



# North Tustin Parks

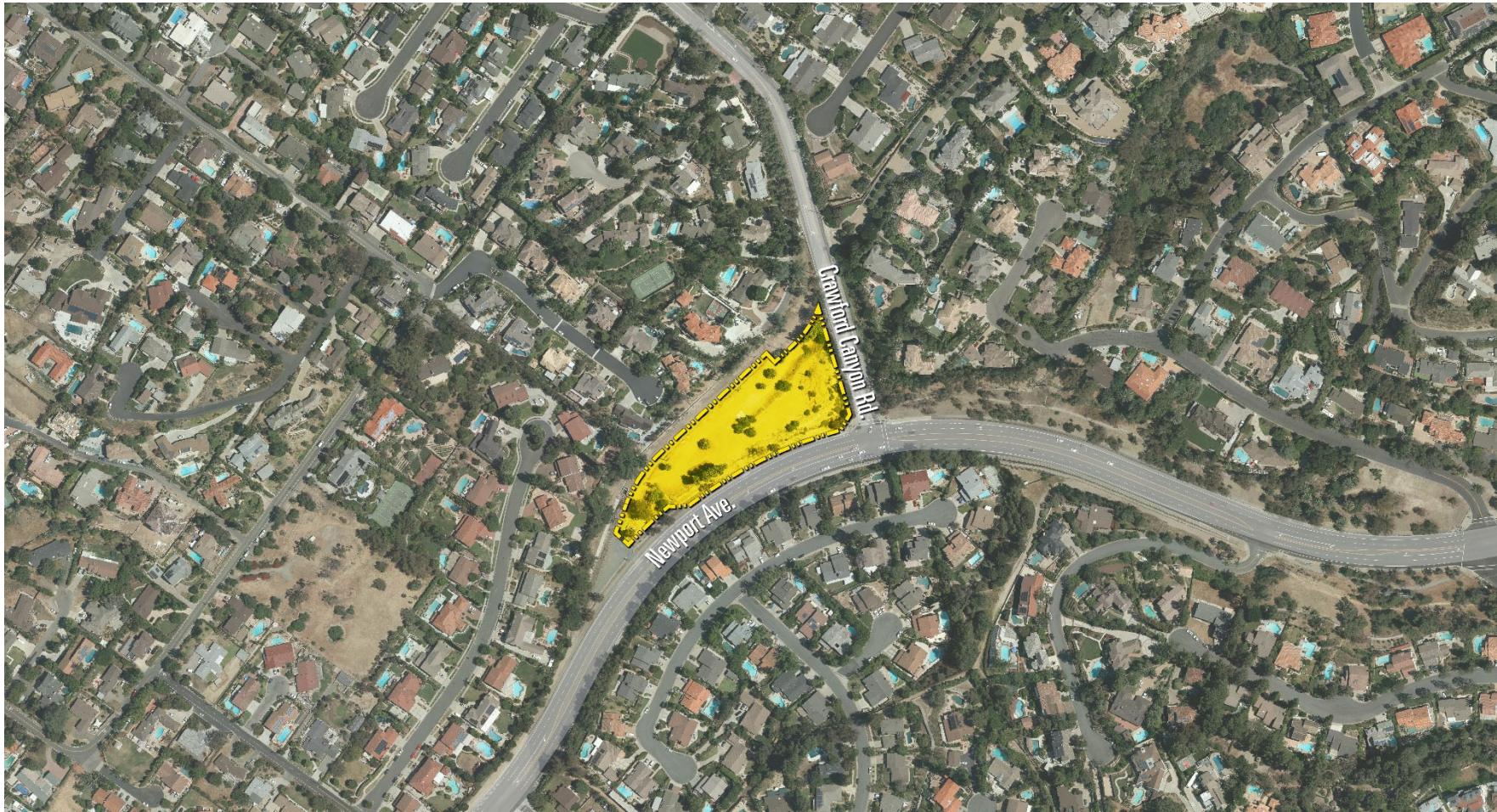


## Crawford Canyon Park

OC Parks Commission - August 5, 2021



# Park Location



## Crawford Canyon Park

OC Parks Commission - August 5, 2021



# Public Outreach

## Online Survey

- Hosted on OC Parks website
- Over 230 survey responders

## Two Community Workshops

- November 14, 2018
- January 16, 2020



**Crawford Canyon Park**

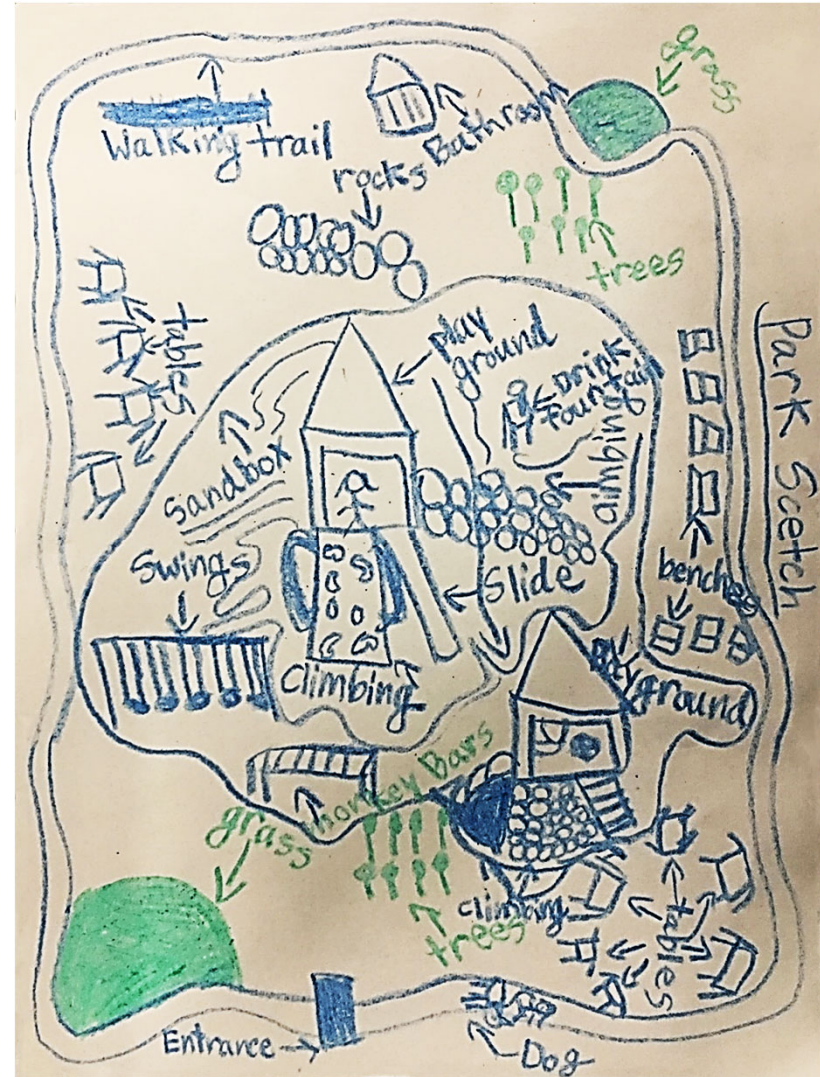
OC Parks Commission - August 5, 2021



# Public Outreach

## Community Preferences

- Natural concept
- Trees & Landscaping
- Walkways
- Playground
- Exercise Equipment
- Picnic tables
- Benches
- Drinking fountain
- Security Lighting
- Parking
- Restroom



**Crawford Canyon Park**

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# Park Design



## Crawford Canyon Park

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**A1**

**A2**

**A3**

**A4**

**A5**

**A6**

**A7**

**A8**

**A9**

**A10**

Acorn

Sycamore Leaf

**A11**

**A12**

**A13**

**A14**

**A15**

Resilient Play Surfacing Details  
Color: Acorn - Brown / Tan  
Sycamore Leaf - Gold

**A10**

**A11**

**A12**

**A13**

**A14**

**A15**

**A15**

# Crawford Canyon Park

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**B1**  
**Accessible Drinking Fountain -**  
**MDF - Model 840 w/**  
**Pet Fountain (Pea Gravel Install)**  
 Color: Bronze

**B2**  
**Leaf Bike Rack**  
**- Landscape Structures**  
 Color: Tan

**B3**  
**6' Contour Poly Bench (w/ Back & End Arm**  
**Rests) - Dumor - Model 88**  
 Material: Wood  
 Color: Douglas Fir (Natural - Clear Coat)  
 Bronze (Metal Components)

**B4**  
**Trash / Recycle Receptacle**  
**(w/ Dome Top Lid DM)**  
**Dumor - Model 124H -**  
 Material: Wood  
 Color: Douglas Fir (Natural -  
 Clear Coat)  
 Bronze  
 (Metal Components)

**B5**  
**8' Picnic Table / Accessible Picnic Table -**  
**Dumor - Model 75-80D**  
 Material: Wood  
 Color: Douglas Fir (Natural - Clear Coat)  
 Bronze (Metal Components)

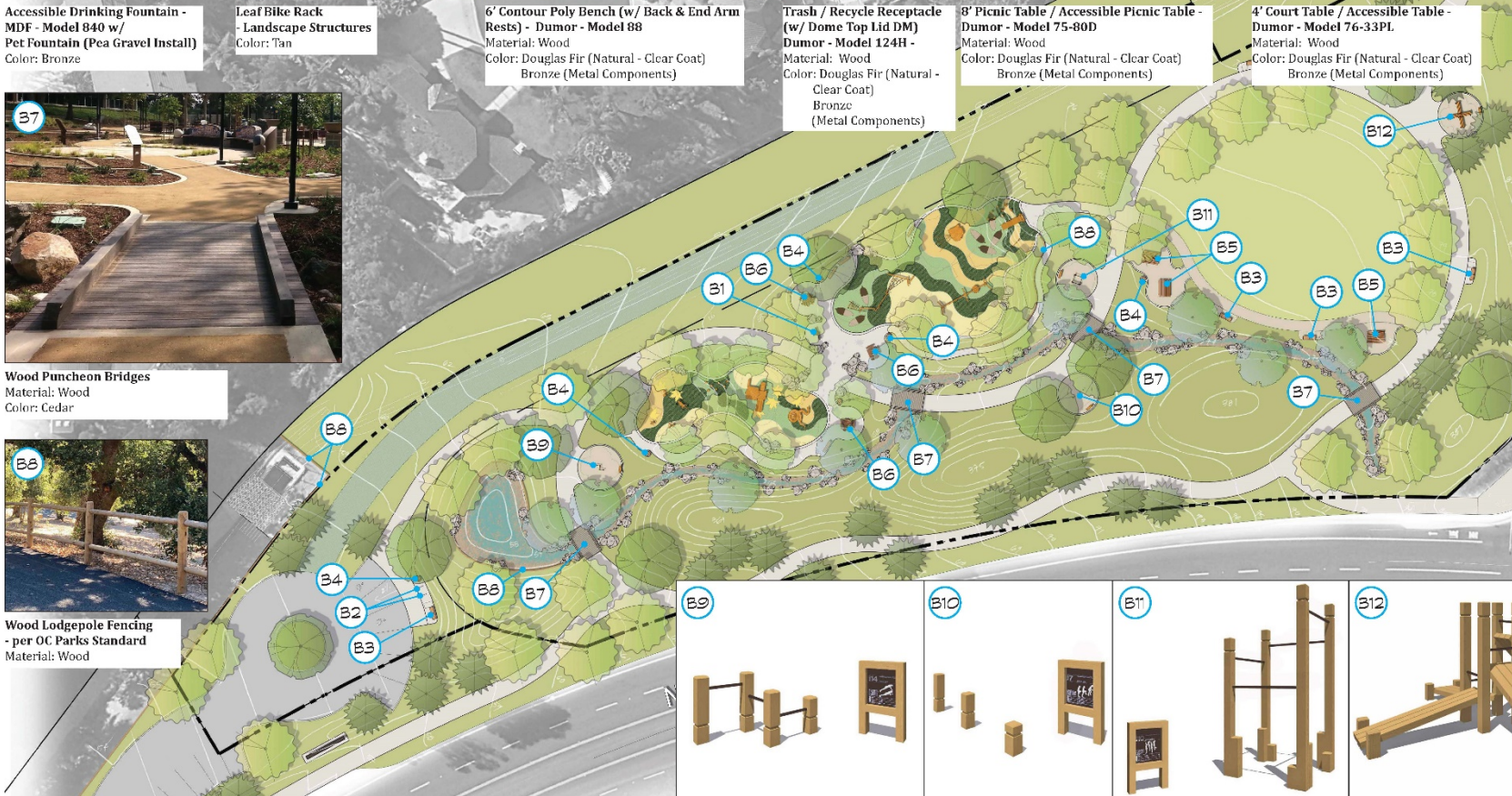
**B6**  
**4' Court Table / Accessible Table -**  
**Dumor - Model 76-33PI**  
 Material: Wood  
 Color: Douglas Fir (Natural - Clear Coat)  
 Bronze (Metal Components)



**B7**  
**Wood Puncheon Bridges**  
 Material: Wood  
 Color: Cedar



**B8**  
**Wood Lodgepole Fencing**  
**- per OC Parks Standard**  
 Material: Wood



# Crawford Canyon Park

OC Parks Commission - August 5, 2021



# Initial Study / Mitigated Negative Declaration (IS/MND)

- Public comment period June 17 - July 8, 2021
- Seven comments received
  - No changes to IS/MND
- No significant impacts on the environment with the implementation of mitigated measures

**Crawford Canyon Park**

OC Parks Commission - August 5, 2021



## Recommended Action

- Recommend that the Board of Supervisors approve the Crawford Canyon Park project and adopt Mitigated Negative Declaration No. IP 21-093.

## Next Steps

- Complete construction documents and permitting (Fall 2021)
- Groundbreaking / construction (Spring 2022)
- Ribbon cutting / open park (Winter 2023)

**Crawford Canyon Park**

OC Parks Commission - August 5, 2021



**ORANGE COUNTY PARKS COMMISSION**

**STAFF REPORT**

**FROM:** Stacy Blackwood, Director, OC Parks

**DATE:** August 5, 2021

**SUBJECT:** Easement to the City of Newport Beach for Bayview Heights Drainage and Runoff Treatment Project

The Newport Bay Watershed (Watershed) is located in central Orange County and has a total area of approximately 154 square miles or 98,500 acres. The Watershed includes the following sub-watershed areas: Peters Canyon Wash, Upper San Diego Creek, Lower San Diego Creek, and Newport Bay.

In 1998, the Santa Ana Regional Water Quality Control Board (Water Quality Board) adopted a Total Maximum Daily Load (TMDL) that restricted nutrients (e.g., phosphorus and nitrogen) in the Watershed. The objective, consistent with the United States Clean Water Act, was to ensure that the ecological health of the Watershed was not impaired by sediment and nutrient loads. In 2000, a Regional Nutrient Monitoring Program (RNMP) for the Watershed was initiated by the County of Orange on behalf of the contributing cities (Costa Mesa, Irvine, Laguna Hills, Laguna Woods, Lake Forest, Newport Beach, Orange, Santa Ana, and Tustin) to assess TMDL compliance with nutrient reductions in collaboration with the Water Quality Board, the University of California, the Irvine Ranch Water District, the California Department of Transportation, and large commercial nurseries within the Watershed. As a result, the RNMP identified numerous areas for improving stormwater capture, dissipation, treatment and release throughout the Watershed, with associated capital infrastructure projects planned and implemented by County and cities based on source responsibility for stormwater flows and related nutrients.

One of the sites identified for improvement was a City of Newport Beach (City) storm drain (Drain), located under Mesa Drive within the Bayview Heights residential community, situated west of the County's Muth Interpretive Center and facing the San Diego Creek outlet to the Upper Newport Bay Nature Preserve (Preserve) and State Marine Conservation Area. This general area is depicted on the Location Map (Attachment A). Over many years, the Drain created a large, eroded gully and discharged water across both County and State property and ultimately into the Preserve. The RNMP identified the Drain as a contributing facility for excessive nutrient and sediment levels set by the Watershed's TMDL and required improvements to comply with the standards set by the Water Quality Board.

On April 25, 2015, the Board approved a Cooperative Agreement between the County, the City, and local property owners for the Mesa Drive Drainage Improvements Project (Agreement), with the City functioning as the lead in development and execution of the project. The Agreement proposed construction of a new storm drain and catch basins on Mesa Drive to safely convey drainage across the properties of 2600 and 2612 Mesa Drive,

as well as implementation of a vegetated buffer on both County and State properties to mitigate urban runoff sediment from entering the waters of Upper Newport Bay. The Agreement also required a \$50,000 contribution from each of the private property owners and the County, to supplement \$305,000 in OCTA Measure M2 grant funding proposed by the City to be used for the project.

In 2018, the City began construction of the Bayview Heights Drainage and Runoff Treatment Project (Project), which included grading to create a detention basin and installation of a storm drainpipe, riprap to the existing outlet structure, new energy dissipator and energy dissipator structures. After the Project was completed, the City added temporary irrigation lines to support vegetation growth around the detention basin. The City agreed to secure a permanent easement from the County for the drainage footprint on the property for ongoing maintenance, operation, and regulatory permit condition compliance for the aforementioned facilities.

The Grant of Drainage Easement Deed and Agreement (Attachment B) has been prepared by CEO Real Estate and OCCR/OC Parks to grant the City a permanent, irrevocable easement over Parcel PR47D-351 related to the construction, additional drainage and temporary irrigation improvements. The Easement and Agreement also make the City responsible for the mitigation, monitoring and future maintenance, and repair and replacement of the Project.

**RECOMMENDED ACTION:**

Recommend that the Board of Supervisors approve and execute the Grant of Drainage Easement and Agreement to the City of Newport Beach for the purpose of storm drain improvement, maintenance and replacement.



Stacy Blackwood





**ATTACHMENTS:**

Attachment A – Location Map

Attachment B – Easement Deed PR47D-351



**ATTACHMENT A**

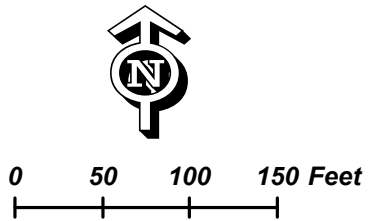
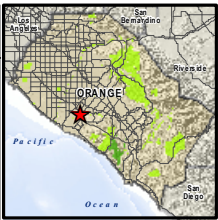
-  RCP Storm Drain
-  PR47D - 351
-  Parcels
-  Legal Parcel Boundary

**DESIGNED AND PRODUCED BY:**  
 OCCR  
 OC Parks GIS  
 Albert Lucero

**DATA SOURCE:**  
 - Geomatics Land Information Systems Division - Eagle Aerial 2019

The County of Orange and OCCR/OC Parks/Survey/GIS/LIS make no representations or warranties regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OCCR/OC Parks/Survey/GIS/LIS shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by a user or any third party on account of or arising from the use of this map.

**DATE:** July 06, 2021



# Bayview Heights Drainage Basin Easement



**Location Map**

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

City of Newport Beach  
Public Works Department  
P.O. Box 1768  
Newport Beach, Ca 92658-1768

**WITH CONFORMED COPY TO:**

County of Orange  
OC Parks  
13042 Old Myford Road  
Irvine, Ca 92602  
Attention: Real Estate Section

Recording Fee Exempt  
Per Government Code Section 6103)

---

(Space above this line for Recorder’s use)

Project Location: Incorporated City of Newport Beach  
Facility Name: Upper Newport Bay Nature Preserve  
Facility/Parcel No.: PR47D-351  
Assessor’s Parcel No.: 439-051-14 & 440-142-33 (All Portions)

**GRANT OF DRAINAGE EASEMENT AND AGREEMENT**

(Bayview Heights Drainage/Runoff Treatment Project – Project No. 15X11)

This GRANT OF DRAINAGE EASEMENT AND AGREEMENT (“**Easement Agreement**”) is made \_\_\_\_\_, by and between

**COUNTY OF ORANGE,**  
a political subdivision of the State of California,  
hereinafter referred to as “**County,**”

and

**CITY OF NEWPORT BEACH,**  
a California municipal corporation and charter city,  
hereinafter referred to as “**Grantee.**”

County and Grantee may sometimes hereinafter be individually referred to as “**Party**” or jointly as “**Parties.**”



### RECITALS

A. The County owns certain property consisting of two parcels, commonly referred to as the Westbay Parcel and the Bluffs Parcel (collectively “**Property**”), which have significant open space and scenic value. The Property, or portions thereof, are subject to certain reservations, covenants and restrictions, including but not limited to an open space conservation easement and deed restrictions limiting use to park purposes and passive public recreational uses compatible with the Upper Newport Bay Ecological Reserve (collectively “**Covenants**”). The permitted uses on the Property, or certain portions thereof, may include hiking, bicycling, running, horseback riding, picnicking, environmentally sensitive habitat mitigation, staging areas for equestrians and bicyclists, use and maintenance for flood control purposes, and nature studies.

B. On April 25, 2015, County, Grantee, William Buck Johns and Elizabeth Colleen Johns, as Co-Trustees of the Johns Living Trust established August 13, 2007, and John Clinton Manly, IV and Jill Apperson Manly, as Co-Trustees of the Manly Family Trust established May 12, 2008, entered into that “*Cooperative Agreement Among the City of Newport Beach, the County of Orange, the Johns Living Trust, the Manly Family Trust, and The Mesa Irrevocable Trust for Mesa Drive Drainage Improvements Project*” (“**Cooperative Agreement**”) to construct a storm drain and catch basins on Mesa Drive to safely convey drainage across the properties of 2600 and 2612 Mesa Drive, and construct wetlands at the downstream end of the storm drain system on both County of Orange and State of California property as a good water quality management practice to buffer negative impacts of urban runoff to the waters of Upper Newport Bay (“**Project**”).

B. Grantee is required to offset the impacts of the Project by mitigating 0.13 acres of non-tidal wetlands adjoining the Upper Newport Bay Nature Preserve in accordance with the “*Habitat Mitigation and Monitoring Plan*” (“**HMMP**”) dated August 2017 as approved by California Department of Fish and Wildlife (Section 1602 Lake and Streambed Alterations Agreement No. 1600-2016-0082-R5), US Army Corps of Engineers (CWA Section 404 NWP File No. SPL-2016-00331-DSP), Santa Ana Regional Water Quality Control Board (Section 401 Water Quality Certification File No. 302016-09), and California Coastal Commission Coastal Development (Permit File No. 5-16-0029).

C. In 2018, Grantee commenced construction of the Project on portions of the Property according to construction plans titled “*Bayview Heights Drainage/Runoff Treatment Project*” dated August 15, 2017. After construction was substantially complete, OC Parks Permit No. 2018-01029 was retroactively issued to Grantee.

D. Grantee’s Project included grading to create a detention basin, installation of 520 linear feet of buried 24” RCP storm drain pipe, an energy dissipator structure, and riprap to the existing outlet structure and new energy dissipator. After the Project was completed, Grantee added temporary irrigation lines to support vegetation growth in the area of the detention basin. Pursuant to the executed Permit No. 2018-01029 as amended on December 22, 2020, Grantee agreed to secure a permanent easement from County for the drainage footprint on the Property for ongoing maintenance, operation, and permit condition compliance for the aforementioned facilities.

E. On October 29, 2018, Grantee obtained a permanent easement from the State of California for that portion of the Project that lies within State owned lands.

F. The County's contribution to the Project includes: \$50,000 pursuant to the Cooperative Agreement, the parkland on which the aforementioned basin was constructed, and the contribution of County property as described by this Easement Agreement. Any other contributions or commitments previously discussed or implied, including but not limited to those in the Cooperative Agreement, are superseded by Permit No. 2018-01029 and this Easement Agreement.

G. In fulfillment of the terms and conditions of the Cooperative Agreement, County desires to grant Grantee an easement in, on, under, and across portions of its Property for the initial construction, additional drainage and temporary irrigation improvements, and the mitigation, monitoring and future maintenance, and repair and replacement of the Project that lies within the Property.

H. Grantee shall be solely responsible for any activities necessary to comply with regulatory permits and the HMMP associated with its Project.

### GRANT AND AGREEMENT

**NOW, THEREFORE**, in consideration of the above, and for good and valuable consideration which is hereby acknowledged, County does hereby grant to Grantee, its successors and assigns, a perpetual, irrevocable, non-exclusive easement for drainage purposes for the construction, operation, maintenance, repair, and replacement of the Project in, on, over, under, along, and across that portion of the Property described in **Exhibit A** and illustrated in **Exhibit B**, which exhibits are attached hereto and by this reference made a part hereof ("**Easement Area**"). The rights granted herein shall include reasonable access across the existing access ways to the Easement Area for the purpose of exercising the rights herein granted. However, this grant shall not be interpreted to provide Grantee with access to any other County property or lands outside the Easement Area, even if additional mitigation measures require Grantee to perform activities on County property or lands outside of the Easement Area.

Upon Grantee's execution of its Certificate of Acceptance for the Easement Area, which is incorporated herein by this reference, and the recordation of this Easement Agreement, it is understood and agreed by the Parties hereto and their successors and assigns, that the easement granted by this Easement Agreement shall be subject to the following terms, conditions, and reservations:

#### **1. INCORPORATION OF RECITALS**

The above-referenced Recitals and paragraphs above are by this reference incorporated herein.

#### **2. CONSTRUCTION AND MAINTENANCE (PMES2.1N)**

Grantee shall have all future construction, excavation activities and/or maintenance plans submitted in writing to the County's Director of OC Parks, or designee, (hereinafter referred to as "**Director**") prior to commencement of any work in, on, over, and across, or about the Easement Area. Grantee agrees to provide Director written notice sixty (60) days in advance of such planned activities, and obtain Director's written acknowledgement of all plans prior to the commencement of any such activities. Said acknowledgement shall not be withheld unreasonably, nor shall said acknowledgement be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area. Grantee further agrees that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or

landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation damaged, shall be promptly restored by Grantee at its expense to the same condition as existed prior to excavation, to Director's satisfaction. Grantee agrees to immediately notify Director in writing of completion of such activities.

Director's acknowledgement of Grantee's construction, excavation activities and/or maintenance plans shall not be deemed an approval from the standpoint of structural safety, suitability for purpose or compliance with restrictions or regulations, compliance with regulatory permits for the Project, or conformance with building or other codes or other governmental requirements. County is not responsible for construction permitting, construction, excavation and/or maintenance design, or assumptions or accuracy of Grantee's construction, excavation and/or maintenance plans.

Grantee shall maintain the Easement Area including any improvements constructed or installed by Grantee or associated with Grantee's use of the Easement Area. The operation and maintenance of such improvements and of the Easement Area shall be at the Grantee's sole cost and expense.

Grantee shall be responsible for any damage to County property or that of third parties resulting from any exercise of or omission of rights or duties herein granted or related to this Easement Agreement, including but not limited to soil erosion, sedimentation and subsidence, mud flow, habitat impacts from construction or maintenance activities or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of County's property, including, but not limited to, native habitat, soft surface trails, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of rights related to this Easement Agreement. Grantee shall be solely and fully responsible for any and all impacts to surrounding County property damaged as a result of or the failure of Grantee's Project and activities related thereto, including but not limited to defective design of the Project, maintenance activities related to the Project, or a lack thereof, or a failure of the Project to properly function.

In the event impact or damage to County property occurs, Grantee shall, at its sole cost and expense, restore and repair the damaged or impacted property to the condition it existed immediately prior to the damage. Said repair and restoration shall begin within 24 hours of written notice by the County. Grantee agrees to begin restoration or repair work within 24 hours of the County's notice and diligently prosecute the repairs and restoration to completion.

Notwithstanding the foregoing, Grantee may make emergency repairs by contacting OC Parks Dispatch Number (562) 594-7232 and/or Senior Park Ranger at (949) 923-2290 in the event that emergency repairs need to be done during after hours, and if so required by Director, Grantee shall secure a permit from OC Parks for the purpose of documenting the emergency work.

Grantee shall have the right to remove, trim, cut and clear away any non-native trees, brush, or invasive species and re-vegetate the Easement Area with native species consistent with the HMMP whenever in Grantee's reasonable judgment and the same shall be necessary for the implementation of Project.

### **3. ACCESS (N)**

Grantee shall restrict vehicular speeds on and over the access roads to the Easement Area within OC Parks' property to a maximum speed of ten (10) miles per hour. No vehicle having greater than one-ton carrying capacity shall be driven on any such access roads, nor shall any vehicle or equipment be parked on any such access roads without first obtaining a permit from OC Parks.

Grantee shall, at its sole cost and to the satisfaction of the Director, repair any damage to any access roads within OC Parks' property, excluding normal wear and tear, caused by Grantee to comparable condition as existed prior to such damage.

### **4. ASSIGNMENT (N)**

This Easement Agreement is personal and exclusive to Grantee and Grantee shall not assign or transfer any of its interest, rights or obligations under this Easement Agreement to a third party without obtaining the Director's prior written consent to such assignment, which consent may not be unreasonably withheld unless Director determines that any proposed assignee, transferee or grantee (a) does not intend to use the Easement Area for the intended purposes, or (b) does not, in Director's reasonable opinion, have the professional capacity or capability (e.g. financial or professional expertise) to uphold Grantee's obligations under this Easement Agreement.

### **5. REMOVAL AND/OR ABANDONMENT AND SURVIVAL OF OBLIGATIONS (PMES3.1N)**

In the event Grantee desires to abandon the Easement Area, Grantee shall provide County with ninety (90) days' prior written notice explaining the circumstances why the Easement Area will be abandoned and providing evidence, satisfactory to the Director, demonstrating that any and all regulatory agency requirements and permit requirements have been fulfilled and are in compliance and/or have been relieved. At Director's request and at no cost to County, Grantee agrees to restore and/or reconstruct the Easement Area to Director's satisfaction, which may include the removal of or modification of drainage infrastructure, fencing, signage, and other improvements constructed by Grantee within the scope of the Project to the satisfaction of Director. After Grantee performs any such removal and/or modifications to the satisfaction of Director, Grantee shall, at no cost to County, execute and deliver to Director a Quitclaim Deed sufficient to remove the encumbrance of this Easement Agreement from title, for recordation in the Official Records of Orange County, California, within ninety (90) days from the date Grantee's removals and/or modifications have met the satisfaction of Director. Director's satisfaction shall not be unreasonably withheld. If an abandonment occurs, Grantee's hold harmless and indemnification obligations, construction and maintenance responsibilities, and restoration obligations as set forth in this Easement Agreement shall expressly survive the abandonment until five (5) years from the date the required Quitclaim Deed is properly recorded.

### **6. REVISION OF LEGAL DESCRIPTION (PMES5.1N)**

In the event the legal description described in attached Exhibit A and illustrated in Exhibit B is subsequently determined to inaccurately describe the location of the Easement Area the Parties agree that Grantee shall cause the legal description and illustration of the Easement Area to be revised, and upon written approval of both Parties of the revised legal description and illustration, this Easement

Agreement shall be amended so as to replace the original legal description and illustration of the Easement Area with the revised legal description and illustration and such amended Easement Agreement shall be recorded by Grantee. The Parties agree that the amendment of Exhibit A and Exhibit B and the re-recording of the Easement Agreement shall not affect, alter, or change any of the terms, conditions or reservations of this Easement Agreement and further agree that the amended and re-recorded Easement Agreement shall relate back and be deemed in place as of the initial date of this Easement Agreement.

#### **7. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.1S)**

Grantee shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits, and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area, which arise from Grantee's use of or performance of any activities permitted to be conducted or already conducted in, on, over, or across the Easement Area. Grantee does not have authorization to use County property for mitigation without a permit from the County. Grantee shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all applicable regulatory, environmental and safety requirements. Nothing in this instrument constitutes approval or authorization by the County, acting in its regulatory capacity, of any activity or project of or by Grantee.

Grantee's activities within Easement Area must be consistent with deed reservations and restrictions, parkland restrictions, and Orange County Coastal NCCP/HCP requirements. Should any of Grantee's construction, excavation or maintenance activities within the Easement Area create impacts to the surrounding NCCP/HCP reserve system lands, Grantee is responsible for all associated permits, and mitigation/take requirements as may be stipulated by California Department of Fish and Wildlife and U.S. Fish and Wildlife Service. Grantee must also obtain an OC Parks permit and/or appropriate real property instrument for any additional mitigation as may be proposed to take place on County property.

In addition, Grantee shall ensure that all construction, excavation and/or maintenance activities in the Easement Area was and is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to such activities, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the waters of the state.

No approvals or consents given hereunder by County, as a Party to this Easement Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

#### **8. HOLD HARMLESS (PMES7.1S)**

Grantee hereby releases and waives all claims and recourse against County, including the right of contribution for loss of or damage to property, or injury to or death of any person, arising from, growing out of or in any way connected with or related to this Easement Agreement, except claims arising from the concurrent active or sole negligence of County, its officers, agents, employees and contractors.

Grantee hereby agrees to indemnify, defend (with counsel approved by County), and hold harmless, County, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of, or operations or activities conducted in, on or over the Easement Area, and/or the exercise of the rights under this Easement Agreement by Grantee, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Easement Area by members of the general public. Grantee's indemnity obligations shall not extend to any liability arising out of the concurrent active or sole negligence of County, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If County is named as co-defendant in a lawsuit, Grantee shall notify County of such fact and shall represent County in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event, Grantee shall pay to County its litigation costs, expenses, and attorneys' fees. If judgment is entered against County and Grantee by a court of competent jurisdiction because of the concurrent active negligence of County and Grantee, County and Grantee agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Grantee acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

Grantee, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this section.

## **9. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.1N)**

Grantee shall not allow, cause or permit, or allow any of its agents to cause or permit "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If Grantee breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which Grantee is legally liable to County for damage resulting therefrom, then Grantee shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, and its elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after Grantee's use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by County in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. Grantee shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by Grantee, provided Grantee shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

As used herein, the term “**Hazardous Material**” means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity or agency, including, without limitation, County acting in its governmental capacity, the State of California, or the United States government.

#### **10. RESERVATIONS (PMES9.1N)**

County hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by Grantee of the rights and easement herein granted. County further reserves the right to grant easements, rights of way, and permits in, over, upon, through across and along any and all portions of the Easement Areas as will not interfere unreasonably with or prohibit the use by Grantee of the rights and easement herein granted.

#### **11. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)**

This Easement Agreement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area, and the use of the word “grant” herein shall not be construed as a covenant against the existence of any thereof.

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to Grantee of rights in the Easement Area which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or County’s interest therein.

#### **12. TAXES AND ASSESSMENTS (PMES11.2S)**

This Easement Agreement may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon fixtures, equipment, or other property installed, constructed or used by Grantee thereon in connection with this Easement Agreement, shall be the full responsibility of Grantee, and Grantee shall cause said taxes and assessments to be paid promptly when due.

#### **13. NOTICES (PMES12.1S)**

All notices, documents, correspondence and communications concerning this Easement Agreement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days’ prior written notice of the new address.

Notwithstanding the above, either Party may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by FedEx or similar courier service and so given shall be deemed to have been given upon receipt.

To County: County of Orange  
 c/o OC Parks  
 13042 Old Myford Road  
 Irvine, CA 92602-2304  
 Attention: Real Estate Section

To Grantee: City of Newport Beach  
 Public Works Department  
 P.O. BOX 1768  
 Newport Beach, CA 92658-1768  
 Attention: City Manager

**14. VENUE (PMES13.1S)**

The Parties hereto agree that this Easement Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Easement Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

**15. WAIVER OF RIGHTS (PMES14.1S)**

The failure of County to insist upon strict performance of any of the terms, covenants, or conditions of this Easement Agreement shall not be deemed a waiver of any right or remedy that County may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Easement Agreement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of this Easement Agreement.

**16. SEVERABILITY (PMES15.1S)**

If any term, covenant, condition, or provision of this Easement Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**17. ATTORNEYS' FEES (PMES16.1S)**

In any action or proceeding brought to enforce or interpret any provision of this Easement Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

**18. SUCCESSORS AND ASSIGNS (PMES18.1S)**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.



**19. AMENDMENTS (PMES17.1S)**

No alteration or variation of the terms of this Easement Agreement shall be valid unless made in writing and signed by the parties, and no oral understanding or Easement Agreement not incorporated herein shall be binding on any of the Parties. Any amendment or cancellation of this Easement Agreement shall be recorded in the Official Records of the County of Orange.

**20. CALENDAR DAYS (N)**

Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

**21. AUTHORITY (PMES20.1S)**

The Parties to this Easement Agreement represent and warrant that this Easement Agreement has been duly authorized, executed, and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**22. HEADINGS (N)**

The headings in this Easement Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

**23. NO ABILITY TO GRANT EQUAL OR LESSER INTERESTS (N)**

This Easement Agreement is granted by County only for the limited purposes of Grantee as described herein. Grantee shall not have the ability to grant equal or lesser interests in the Easement Area, including but not limited to easements, licenses or permits. Any such grant shall be null and void and in County’s discretion may result in the abandonment of the easement by Grantee.

**24. ENTIRE EASEMENT AGREEMENT (PMES19.1S)**

This Easement Agreement contains the entire agreement between the parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth or referred to herein.

///

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have caused this Easement Agreement to be executed on the dates written below. This Easement Agreement shall not be effective for any purpose unless and until an appropriate Certificate of Acceptance, is duly executed by Grantee and it, along with this Easement Agreement, are properly recorded.

**County**

COUNTY OF ORANGE, a political subdivision 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 Chairwoman 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:  \_\_\_\_\_  
Deputy

Date: 6-4-2021

**CERTIFICATE OF ACCEPTANCE**

Pursuant to the authority conferred by Resolution No. 92-82 adopted July 27, 1992, of the City of Newport Beach, State of California, the undersigned officer on behalf of the City of Newport Beach hereby accepts the interest in real property conveyed by the Easement Agreement dated \_\_\_\_\_ from the County of Orange and requests recordation of said document.

**CITY OF NEWPORT BEACH**, a California municipal corporation

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

By: \_\_\_\_\_  
Grace K. Leung, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Aaron C. Harp, City Attorney

ATTEST:

By: \_\_\_\_\_  
Leilani I. Brown, City Clerk

(SEAL)

**ACKNOWLEDGMENT**

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 \_\_\_\_\_ } ss.

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 signatures(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.

\_\_\_\_\_  
Signature

(seal)

**ACKNOWLEDGMENT**

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 \_\_\_\_\_ } ss.

On \_\_\_\_\_, 20\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, 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 signatures(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.

\_\_\_\_\_  
Signature

(seal)

**Exhibit A**

**Description of the Easement Area (PR47D-351)**

**EXHIBIT "A"****LEGAL DESCRIPTION****COUNTY OF ORANGE  
DRAINAGE EASEMENT****PR47D-351**

That certain parcel of land situated in the City of Newport Beach, County of Orange, State of California, being that portion of Parcel 301(A) of that certain Irrevocable Offer of Dedication to the County of Orange recorded July 24, 1989 as Instrument No. 89-388787 of Official Records in the Office of the County Recorder of said Orange County, described as follows:

**COMMENCING** at the intersection of the centerline of Mesa Drive with the centerline of Cypress Street as shown on Record of Survey 2013-1134 filed in Book 273, Pages 36 through 44 of Record of Surveys in said Office of the County Recorder of Orange County; thence along said centerline of Mesa Drive South 49°22'16" East 1158.91 feet to the easterly boundary line of Parcel 1 as shown on a map filed in Book 21, Page 8 of Parcel Maps in said Office of the County Recorder of Orange County, said point being marked by a spike and washer stamped "Orange County Surveyor 6191R1" as shown on said Record of Survey; thence along said easterly boundary line through the following courses: South 40°37'44" West 300.00 feet, South 49°22'16" East 12.14 feet and South 13°37'44" West 174.51 feet to the northerly line of said Parcel 301(A), said point being on a non-tangent curve concave northerly and having a radius of 1550.00 feet, a radial line of said curve from said point bears North 08°10'26" East; thence along said northerly line and said curve easterly 25.36 feet through a central angle of 00°56'15" to the **TRUE POINT OF BEGINNING**; thence leaving said northerly line, non-tangent from said curve South 36°32'58" West 136.93 feet to the southerly line of said Parcel 301(A), also being the northerly line of Parcel 1 of that certain Corporation Grant Deed to the State of California recorded April 22, 1975 in Book 11382, Page 1898 of Official Records in said Office of the County Recorder of Orange County, said point being on a non-tangent curve concave northerly and having a radius of 1562.00 feet, a radial line of said curve from said point bears North 08°13'34" East; thence along said southerly line of Parcel 301(A) and said northerly line of Parcel 1 and said curve easterly 174.72 feet through a central angle of 06°24'32"; thence leaving said southerly and northerly lines, non-tangent from said curve North 14°08'03" West 122.33 feet to said northerly line of Parcel 301(A), said point being on a non-tangent curve concave northerly and having

**County of Orange  
Drainage Easement**

**Exhibit "A"**

36 a radius of 1550.00 feet, a radial line of said curve from said point bears North 04°54'41" East; thence  
37 along said northerly line and said curve westerly 62.90 feet through a central angle of 02°19'30" to the  
38 **TRUE POINT OF BEGINNING.**

39  
40 **CONTAINING:** 14,072 Square Feet, more or less.

41  
42 **SUBJECT TO** all Covenants, Rights, Rights-of-Way and Easements of Record.

43  
44 **EXHIBIT "B"** attached and by this reference made a part hereof.

45  
46  3/31/2021

47  
48  
49 Kevin D. MacDonald, L.S. 8431      Date

50  
51 Michael Baker International  
52 5 Hutton Centre Drive, Suite 500  
53 Santa Ana, California 92707

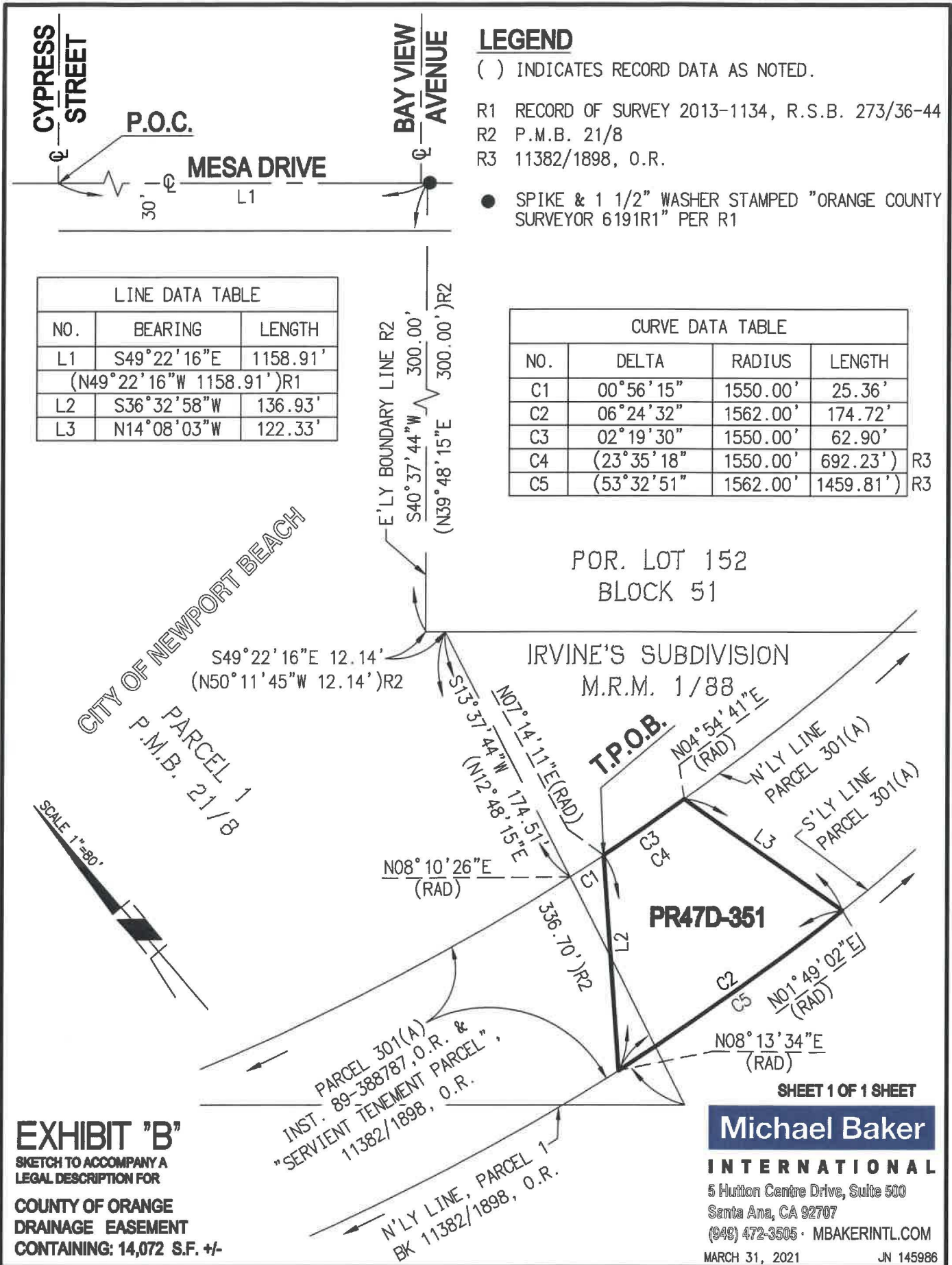
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**Exhibit B**

**Depiction of the Easement Area (PR47D-351)**





**ORANGE COUNTY PARKS COMMISSION**

**STAFF REPORT**

**FROM:** Stacy Blackwood, Director, OC Parks

**DATE:** August 5, 2021

**SUBJECT:** Serrano Creek Trail Easement

Serrano Creek Trail (Trail) is an unpaved County regional trail that is approximately three miles in length and runs through the City of Lake Forest (City) providing a connection between Whiting Ranch Wilderness Park and the City's Serrano Creek Park and Serrano Creek Ranch Equestrian Center. The Trail also serves as a connection to the nearby County Heritage Hill Historical Park. The Trail is currently used by a variety of groups, including runners, hikers, bikers, and equestrians, and in 2020 received over 47,000 visitors.

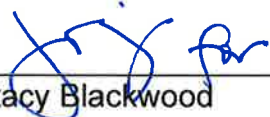
A portion of the Trail is on private property owned by the Hess family over which the County already has an existing easement to allow Trail access to both public and the County (see red dashed area on attached Aerial Map). As a result of creek swelling and Trail use over the years, the Trail has meandered from its original configuration in the existing easement area and is now oriented in such a way that it traverses portions of an adjacent private property owned by Yellowbear Group, LLC (Yellowbear) at 26211 Dimension Drive in Lake Forest (purple dashed areas on Aerial Map). In order to secure access rights to these portions of the Trail, a Purchase and Sale Agreement (Agreement) and accompanying Grant of Easement (Easement) have been prepared to provide for continued County and public use.

The proposed Easement is over two portions of the Yellowbear property totaling almost 1,500 square feet combined, and will allow for continued use of the Yellowbear property as part of the Trail for riding and hiking purposes and maintenance or repairs conducted by the County. In consideration for this perpetual, non-exclusive Easement, the County would issue a one-time payment to Yellowbear in the amount of \$30,700, which was determined by CEO Real Estate to be reflective of fair market value for the subject property. As the Easement price is below the County Chief Real Estate Officer's delegated authority threshold of \$250,000 for property acquisition, the Easement would be executed administratively.

Both OC Parks and CEO Real Estate recommend concurrence with the Agreement and Easement in order to support continued public use of the subject portions of the Trail.

**RECOMMENDED ACTION:**

Concur with the execution by the County Chief Real Estate Officer of the Purchase and Sale Agreement, which includes the Grant of Easement, for existing portions of the Serrano Creek Trail.

  
\_\_\_\_\_  
Stacy Blackwood

**ATTACHMENTS:**

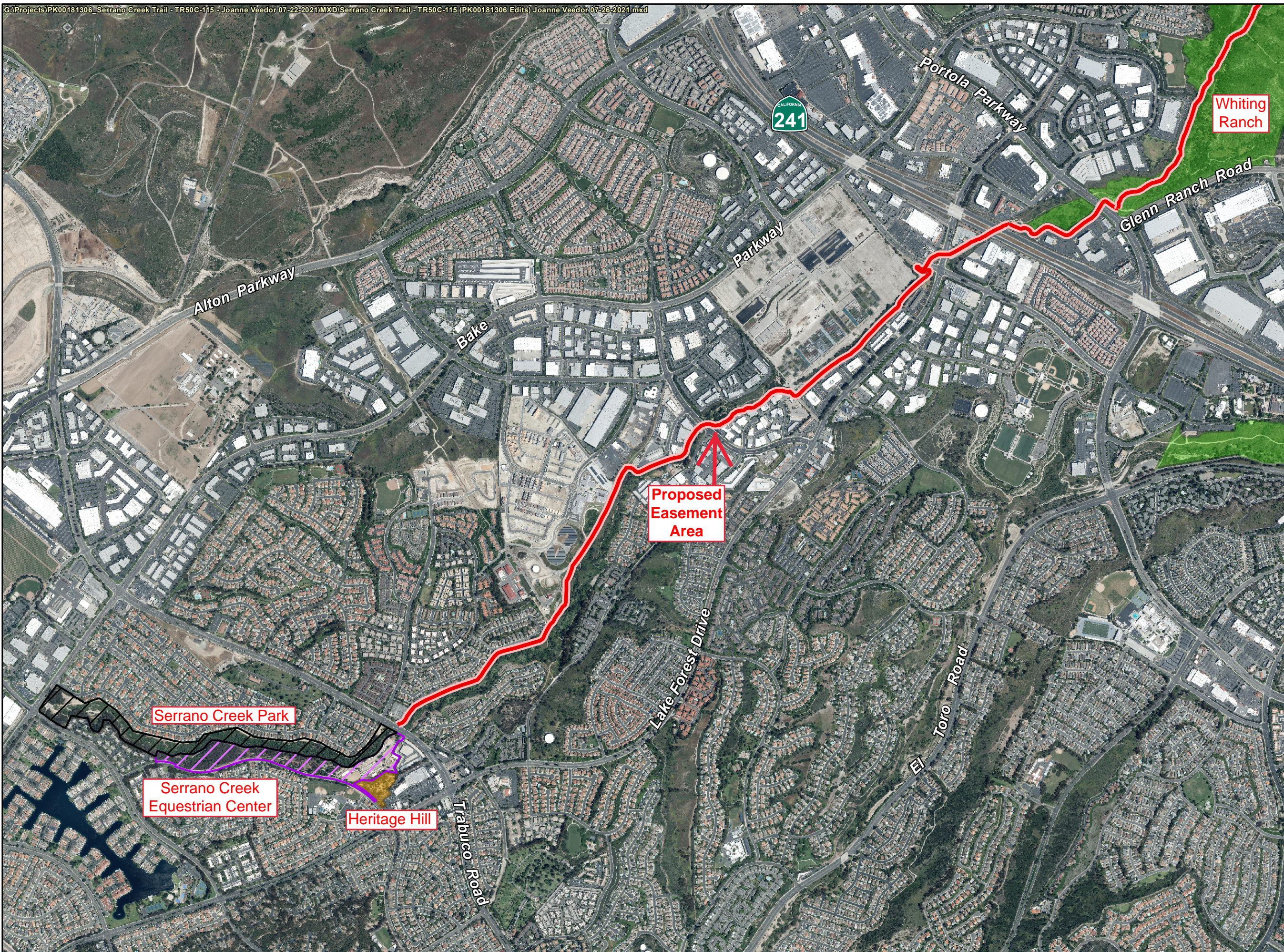
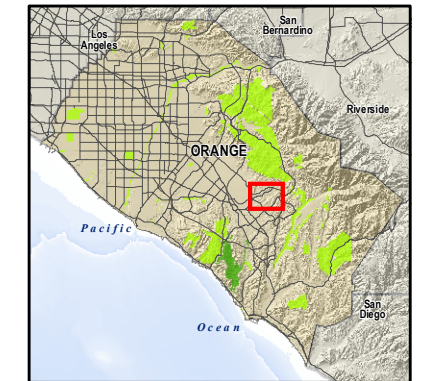
Attachment A – Aerial Map






Attachment B – Purchase Agreement (includes Grant of Easement)

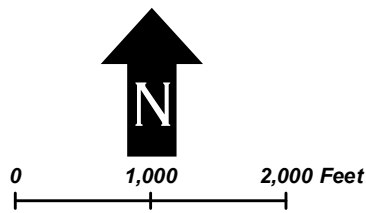
G:\Projects\PK00181306\_Serrano Creek Trail - TR50C-115 - Joanne Veedor 07-22-2021\MXD\Serrano Creek Trail - TR50C-115 (PK00181306 Edits) Joanne Veedor 07-26-2021.mxd

# Serrano Creek Trail Aerial Map

## TR50C-115



-  Serrano Creek Trail
-  Serrano Creek Park (City)
-  Serrano Creek Ranch Equestrian Center (City)
-  Whiting Ranch Wilderness Park (County)
-  Heritage Hill Historical Park (County)



**DESIGNED AND PRODUCED BY:**  
 OCCR  
 OC Parks GIS  
 Albert Lucero

**DATA SOURCE:**  
 - Geomatics Land Information Systems Division - Eagle Aerial 2020

The County of Orange and OCCR/OC Parks/Survey/GIS/LIS make no representations or warranties regarding the registration or accuracy of the data from which this map was derived. Neither the County nor OCCR/OC Parks/OC PW/GIS/LIS shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.

**DATE:** July 26, 2021

CITY OF LAKE FOREST

APN 610-401-31

APN 610-391-19

TR50C-136

TR50C-115

TR50C-141

YELLOWBEAR'S PROPERTY  
APN 610-391-01

LEGEND:

- PROPOSED SERRANO CREEK TRAIL ESMT. (TR50C-156&TR50C-141)
- YELLOWBEAR GROUP, LLC.'S PROPERTY
- SERRANO CREEK TRAIL ESMT. (TR50C-115) PER 94-0238398 O.R.



LINEAR LANE  
E DIMENSION DRIVE



OC PUBLIC WORKS  
OC SURVEY  
RIGHT-OF-WAY SERVICES

ROW ID NO. 2017-056

SCALE: 1" = 20'

AERIAL MAP

PROJECT: SERRANO CREEK REGIONAL RIDING AND HIKING TRAIL

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("**Agreement**") is entered into this 11 day of SEPT, 2020 ("**Effective Date**") by and between Yellowbear Group, LLC, a California Limited Liability Company (hereinafter referred to as "**Seller**") and the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as "**County**"). Seller and County are sometimes individually referenced to herein as "**Party**" and collectively as "**Parties.**"

### RECITALS

WHEREAS, Seller owns that certain property identified as Orange County Assessor's Parcel Number 610-391-01 depicted on Exhibit A attached hereto (the "**Property**").

WHEREAS, County desires to acquire easement rights for that existing trail segment of the Serrano Creek Regional Hiking and Riding Trail across the Property (the "**Trail Easement**").

WHEREAS, the Parties desire to enter into this Agreement to document the purchase and sale of the Trail Easement between SELLER and COUNTY on all of the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and County here by agree as follows

1. INCORPORATION OF RECITALS.

The above Recitals are incorporated herein by this reference.

2. PURCHASE PRICE.

2.1 Purchase Price. County agrees to pay Seller the sum of **THIRTY THOUSAND SEVEN HUNDRED DOLLARS (\$30,700.00)** (the "**Purchase Price**") for the Trail Easement.

2.2 Agreement and Conveyance Documents.

2.2.1 Within thirty (30) days after the Effective Date. County shall provide Seller with a check made payable to Yellowbear Group, LLC for the sum of **THIRTY THOUSAND SEVEN HUNDRED DOLLARS (\$30,700.00)** along with a conformed copy of the Grant of Easement, substantially in the form and content attached hereto as Exhibit B.

### 3. CONDITION OF TITLE.

3.1 The trail easement right is conveyed to County subject to all encumbrances, assessments, easements and taxes contained in Preliminary Report prepared by Stewart Title of California under Order No. CA0310-18008971-39 dated June 7, 2018, except:

3.1.1 *Deed of Trust* recorded on October 29, 2012 as Instrument No. 2012000661036 in the Official Records of Orange County, California ("**Official Records**").

3.1.2 *Deed of Trust with Assignment of Rents (Short Form)* recorded on October 29, 2012 as Instrument No. 2012000661038 in Official Records.

3.1.3 *Assignment of Deed of Trust* recorded on November 13, 2012 as Instrument No. 2012000695628 of Official Records.

3.1.4 *Assignment of Rents and Leases* recorded November 19, 2012 as Instrument No. 2012000711500 of Official Records.

3.1.5 *Third Party Lender Agreement* between Bank of the West and Pacific West CDC recorded November 13, 2012 as Instrument No. 2012000695630 of Official Records.

Seller hereby consents to County contacting the beneficiaries of the financial instruments referenced in this Section 3 for purposes of negotiating a subordination agreement or other appropriate instruments to secure the Trail Easement from extinguishing as a result of Seller's actions (i.e. default).

Seller agrees to cooperate with County by taking all reasonably necessary steps, in good faith, to help the County secure the Trail Easement as deemed necessary by County.

### 4. MISCELLANEOUS

4.1 Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

4.2 Assignment. Neither Party may assign this Agreement or its rights and obligations hereunder without the prior written consent of the other Party.

4.3 Time of the Essence. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

4.4 Notices. All notices, documents, correspondence, and communications concerning this Agreement shall be directed as set forth below, or as the Parties may hereafter designate by giving three (3) days prior written notice. Any notice properly addressed shall be deemed received when (i) delivered personally from one to the other Party or messenger or courier thereof; (ii) forty-eight (48) hours after being mailed by the United States mailing,

postage prepaid, (iii) on the date of the first attempted delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender, or (v) twenty-four (24) hours after being sent via facsimile with transmission and receipt confirmed.

If to Seller:           Yellowbear Group LLC  
                                   Attention: James Nauman  
                                   24662 Rhea Drive  
                                   Mission Viejo, CA 92691  
                                   Phone: (949)632-5902

If to County:           OC Parks  
                                   Attention: OC Parks Director  
                                   13042 Old Myford Road  
                                   Irvine, CA 92602-2304  
                                   Reference: Serrano Creek Trail Easement (TR50C-136)  
                                   Phone: 949-923-3748

4.5 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and County.

4.6 Attorney's Fees. In the event of a dispute between the Parties as to any matter relating to or arising out of this Agreement, each Party shall be responsible for its own costs and expenses, including actual attorneys' fees and expert witness fees.

4.7 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, for the County of Orange, for the purposes of any action to enforce or interpret this Agreement.

4.8 Authority to Sign. Each person signing this Agreement on behalf of each Party hereto represents and warrants to the other Party that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

4.9 Captions. The captions in this Agreement are for convenience of reference only and do not affect the meaning, interpretation or construction of this Agreement.



4.10 Brokerage Commission. Seller and County acknowledge that no broker's commission, finder's fee or other compensation is payable with regard to the transaction covered by this Agreement. Each Party shall defend and indemnify the other from any claims for commissions or fees arising from such party's contacts with real estate brokers or agents or persons.

4.11 Exhibits and Attachments. This Agreement includes the following, which are attached hereto and made a part hereof:

Exhibit A – Exhibit Map

Exhibit B - Easement Deed

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**[Signatures Follow]**

IN WITNESS WHEREOF, the Seller and County have entered into this Agreement as of the day and year date first above written.

**"Seller"**

Yellowbear Group, LLC, a California Limited Liability Company

By:   
James L. Nauman, Member of Yellowbear Group, LLC

By:   
Maria K. Nauman, Member of Yellowbear Group, LLC

**"County"**

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

By: \_\_\_\_\_  
Thomas A. Miller  
Chief Real Estate Officer  
Per Minute Order dated June 9, 2015

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

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

Date: \_\_\_\_\_

**EXHIBIT A**

**Depiction of Property**



**OC PUBLIC WORKS**  
**OC SURVEY**  
 RIGHT-OF-WAY SERVICES

ROW ID NO. 2017-056  
 SCALE: 1" = 20'

**AERIAL MAP**  
 SHEET 1 OF 1  
**PROJECT: SERRANO CREEK REGIONAL RIDING AND HIKING TRAIL**

**EXHIBIT B**

**COPY OF GRANT OF EASEMENT**

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 Revenue and Taxation Code Section 11922.

Assessor's Parcel No.: 610-391-01 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Location: Incorporated Area of City of Lake Forest  
Project Name: Serrano Creek Regional Hiking and Riding Trail Easement  
Facility/Parcel Nos.: TR50C-136 and 141

**GRANT OF EASEMENT**

For valuable consideration, receipt of which is hereby acknowledged,

**YELLOWBEAR Group LLC,**  
a California Limited Liability Company,  
hereinafter refer to as "**Grantor,**"

does hereby grant to

**COUNTY OF ORANGE,**  
a political subdivision of the State of California,  
hereinafter refer to as "**County**" its successors and assigns,

a perpetual non-exclusive easement for riding and hiking trail purposes (the "**Trail Easement**") over and across that certain real property described in **Exhibit A** and depicted on **Exhibit B**, both exhibits attached hereto and made a part hereto (hereinafter referred to as the "**Easement Area**"). This Trail Easement shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective assigns, heirs, and voluntary and involuntary successors in interest. County shall have reasonable access to the Trail Easement for the purposes of exercising the rights herein granted by a practical route or routes in, upon, over, and across Grantor's property, which shall include access and use by the general public.

It is understood and agreed by the parties hereto and their successors and assigns, that said Trail Easement and right of way herein granted shall be subject to the following terms, limitations, reservations, and conditions:

1. County shall be solely responsible for the maintenance and repair of the Easement Area and appurtenant improvements for the purposes stated herein, including but not limited to signage, trail's tread (area traversed by trail users), lodge-pole fencing, and erosion control features, at no cost to Grantor.
2. 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 Agreement 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.
3. County agrees that in the event County's Trail Easement is no longer required (i.e. discontinued, ended, or no longer open to the public), County shall, at no cost to Grantor, abandon said Trail Easement within ninety (90) days after receipt of written notice from Grantor to abandon. County shall execute and deliver to Grantor, within the said ninety (90) days period for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.
4. Any notices, documents, correspondence, and any other communications concerning this Grant of Easement to be given by either party to the other hereunder shall be given by personal service, Federal Express or other reputable overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the parties at their respective addresses as follows:

To Grantor: Yellowbear Group LLC  
 Attention: James Nauman  
 24662 Rhea Drive  
 Mission Viejo, CA 92691  
 Phone: (949)632-5902

To County: OC Parks  
 Attention: OC Parks Director  
 13042 Old Myford Road  
 Irvine, CA 92602-2304  
 Re: Serrano Creek Regional Riding & Hiking Trail – Parcel TR50C-136 & 141  
 Phone: (949) 923-3748



Any such notice shall be deemed to have been given upon delivery or, if mailed, 48 hours after deposit in the mail as aforesaid. Either party may change the address where it desires to receive notice upon giving written notice of such request to the other party.

5. If any term, covenant, condition, or provision of this Grant of Easement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
6. In any action or proceeding brought to enforce or interpret any provision of this Grant of Easement, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorneys' fees and costs.
7. Nothing in this deed is intended nor shall anything in this Easement Deed be construed to transfer to County 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, County 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, County shall be and remain liable for any hazardous or toxic substances or materials which become located, because of County's operations, upon, within, or under the real property interests transferred pursuant to this Easement Deed.

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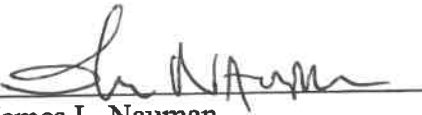
[Grantors' signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this instrument as of 11 SEPT, 2020.

**Grantor:**

YELLOWBEAR GROUP LLC

A California Limited Liability Company

By   
James L. Nauman

Title: OWNER

By   
Maria K. Nauman

Title: OWNER

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 \_\_\_\_\_, 2020, before me, Guadalupe Y. Velasquez, a Notary Public, personally appeared **Thomas A. Miller**, 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)

**Exhibit A**

Legal Description of Easement Area

**LEGAL DESCRIPTION****SERRANO CREEK REGIONAL RIDING AND HIKING TRAIL  
Facility No.: TR50C**

Parcel No.: 136

That certain portion of land in the City of Lake Forest, County of Orange, State of California, over Parcel 1 described in Lot Line Adjustment LL90-077, recorded October 2, 1990, as Instrument No. 90-526039 of Official Records in the Office of the County Recorder of said County described as follows:

Beginning at the most westerly corner of said Parcel 1; thence along the northerly boundary line of said Parcel, the following three courses:

- 1) North  $82^{\circ}29'05''$  East, 34.99 feet to an intersection with a non-tangent curve, concave northeasterly, having a radius of 30.00 feet, a radial line through said intersection bears South  $67^{\circ}41'48''$  West;
- 2) thence southeasterly along said curve 32.06 feet through a central angle of  $61^{\circ}13'45''$ , and
- 3) South  $83^{\circ}31'57''$  East 61.86 feet to an intersection with a non-tangent curve, concave northerly, having a radius of 1080.00 feet, a radial line through said intersection bears South  $00^{\circ}53'20''$  West;

thence leaving said boundary line, westerly along said curve, 51.78 feet through a central angle of  $02^{\circ}44'50''$  to the beginning of a compound curve, concave northerly, having a radius of 99.00 feet, a radial line through said beginning bears South  $03^{\circ}38'10''$  West; thence westerly along said curve 22.17 feet through a central angle of  $12^{\circ}49'58''$ ; thence, non-tangent to said curve, South  $27^{\circ}03'18''$  East, 16.08 feet to an intersection with the generally northerly boundary of Access Easement to the City of Lake Forest described in Instrument No. 2004000153407, recorded February 27, 2004, of Official Records in said Office of the County Recorder; said intersection being the beginning of a non-tangent curve concave southeasterly, having a radius of 26.00 feet; thence along said boundary the following two courses:

- 1) southwesterly along said curve 7.86 feet through a central angle of  $17^{\circ}19'27''$ , and
- 2) South  $39^{\circ}47'28''$  West 4.35 feet to an intersection with the southwesterly boundary line of said Parcel 1;

thence leaving said generally northerly boundary, and along said southwesterly boundary line, North  $50^{\circ}24'54''$  West, 59.27 feet to the point of Beginning.

Containing 1212 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

Parcel No.: 141

That certain portion of land in the City of Lake Forest, County of Orange, State of California, over Parcel 1 described in Lot Line Adjustment LL90-077, recorded October 2, 1990, as Instrument No. 90-526039 of Official Records in the Office of the County Recorder of said County described as follows:


Beginning at the most northerly corner of said Parcel 1; thence along the northeasterly boundary line of said Parcel, South 50°40'48" East, 10.00 feet; thence leaving said boundary line, South 75°14'26" West, 23.92 feet; thence South 52°17'05" West 48.75 feet to an intersection with the generally northerly boundary of said Parcel, said intersection also being the beginning of a non-tangent curve, concave northwesterly, having a radius of 73.00 feet, a radial line through said intersection bears South 38°07'58" East; thence northeasterly along said boundary the following three courses –

- 1) 19.30 feet along said curve through a central angle of 15°09'05" to the beginning of a reverse curve, concave southeasterly, having a radius of 60.00 feet;
- 2) 25.54 feet along said curve through a central angle of 24°23'30", and
- 3) North 61°06'28" East 24.46 feet to the point of Beginning.

Containing 275 Square Feet, more or less.

See EXHIBIT B attached and by reference made a part.

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

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

Date: 



**Exhibit B**  
Depiction of Easement Area

**Exhibit B**

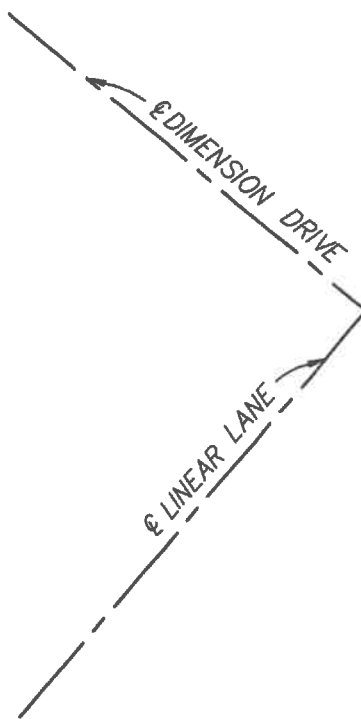
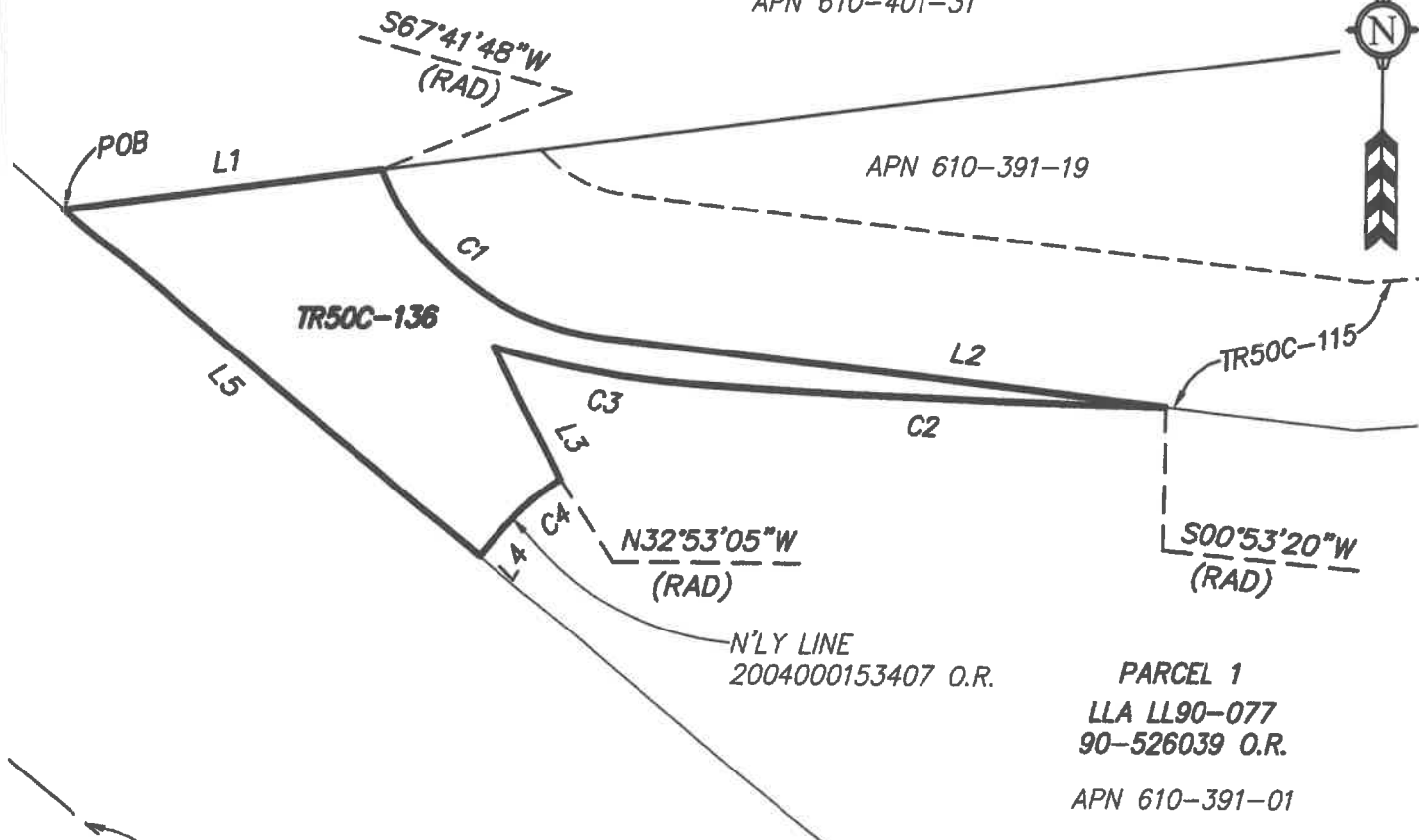
Depiction of Easement Area



# CITY OF LAKE FOREST

APN 610-401-31

APN 610-391-19



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	61°13'45"	30.00'	32.06'
C2	02°44'50"	1080.00'	51.78'
C3	12°49'58"	99.00'	22.17'
C4	17°19'27"	26.00'	7.86'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N82°29'05"E	34.99'
L2	N83°31'57"W	61.86'
L3	N27°03'18"W	16.08'
L4	N39°47'28"E	4.35'
L5	N50°24'54"W	59.27'



**OC PUBLIC WORKS**  
**OC SURVEY**  
 RIGHT-OF-WAY SERVICES

ROW ID NO. 2017-056

SCALE: 1" = 20'

## EXHIBIT B

SHEET 1 OF 2

PROJECT: SERRANO CREEK REGIONAL RIDING AND HIKING TRAIL

PREPARED BY:  
 MAL