

TLR No. VN 02-01



Ventura County Recorder
PHILIP J. SCHMIT

DOC- 2003-0114668-00

Rest 114-VCPW - Ventura County Public Works

Monday, APR 07, 2003 13:01:53

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Nbr-0001116415

MAA/RM/1-6

RECORDING REQUESTED BY:
The Trustees of The California State University

WHEN RECORDED MAIL TO:
The California State University
401 Golden Shore
Long Beach, California 90802-4210
Attention: Land Records, CPDC

- SPACE ABOVE THIS LINE FOR RECORDER'S USE -

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement is entered into by and between the Trustees of The California State University, hereinafter called Trustees, and the County of Ventura, hereinafter called Grantee.

Trustees, pursuant to the provisions of Section 89048 of the California Education Code, and in consideration of the mutual promises contained herein and the public benefit provided, hereby grant unto Grantee, its successors and assigns, an easement to construct, maintain, and repair from time to time a public road in, on, over, and across that certain real property described on Exhibit "A", attached hereto and by this reference made a part hereof.

THE PROVISIONS ON PAGE 2 HEREOF CONSTITUTE A PART OF THIS AGREEMENT AND GRANT OF EASEMENT.

Date 2/3/03

APPROVAL RECOMMENDED:

Joanne Coville
Joanne Coville
Vice President, Administration and Finance
California State University, Channel Islands

APPROVED: County of Ventura

By Lane B. Holt

Print Name Lane B. Holt

Print Title Director, Central Services

APPROVED: TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By J. Patrick Drohan

J. Patrick Drohan
Assistant Vice Chancellor
Capital Planning, Design & Construction

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PROVIDED, this Agreement and Grant of Easement is subject to the following terms and conditions:

1. This Grant of Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee agrees that any improvements or other property installed under the authority of this easement shall be well and safely maintained by Grantee at all times while this Grant of Easement is operative.
3. Grantee waives all claims against Trustees, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this easement, and Grantee agrees to save harmless, indemnify, and defend Trustees, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by Trustees, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of Trustees.
4. Trustees reserve the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
5. Trustees reserve the right to require Grantee, at Trustees' expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by Trustees that the same interfere with future development of Trustees' property. Within 180 days after Trustees' written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by Trustees and Trustees shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Trustees the easement herein granted.
6. This easement shall terminate in the event Grantee fails for a continuous period of 18 months to use the easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to Trustees a quitclaim deed, to its right, title and interest hereunder, and shall, on Trustees' request, without cost to Trustees and within 90 days from written demand by Trustees remove all improvements or other property placed by or for Grantee upon Trustees' real property and restore the premises as nearly as possible to the same condition they were in prior to the execution of this easement. In the event Grantee should fail to restore the premises in accordance with such request, Trustees may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

Exhibit A
Tract R126,600.15E

That portion of Lot 61 of Rancho Santa Clara del Norte, in the County of Ventura, State of California, shown on the map recorded in the office of the County Recorder of said County in Book 3, Page 26, of Miscellaneous Records, described as follows:

Beginning at the intersection of the centerline of the second strip of land (a portion of Santa Clara Avenue), 60.00 feet wide, described in the deed recorded February 20, 1891 in the office of said County Recorder in Book 32, Page 617 of Deeds, with the northwesterly prolongation of the centerline of a strip of land (a portion of Central Avenue), 60.00 feet wide, described in the deed recorded March 4, 1896 in the office of said County Recorder in Book 46, Page 534 of Deeds; thence, along said centerline of Santa Clara Avenue, North $40^{\circ}14'18''$ East 605.02 feet; thence, at right angles to said centerline, South $49^{\circ}45'42''$ East 55.00 feet to a point in the southeast line of the second parcel (a portion of Santa Clara Avenue), 25.00 feet wide, described in the deed recorded April 30, 1976 in the office of said County Recorder in Book 4583, Page 249 of Official Records, said point being the True Point of Beginning; thence, along said southeast line,

- 1st - South $40^{\circ}14'18''$ West 550.00 feet to the northeast line of the first parcel (a portion of Central Avenue), 25.00 feet wide, described in the deed recorded April 30, 1976 in the office of said County Recorder in Book 4583, Page 249 of Official Records; thence, along said northeast line,
- 2nd - South $49^{\circ}46'45''$ East 15.00 feet to a line that is parallel with and 15.00 feet southeasterly from the southeast line of said second parcel (a portion of Santa Clara Avenue), 25.00 feet wide, described in the deed recorded April 30, 1976 in the office of said County Recorder in Book 4583, Page 249 of Official Records; thence, along said parallel line,
- 3rd - North $40^{\circ}14'18''$ East 250.00 feet; thence, leaving said parallel line,
- 4th - North $38^{\circ}19'45''$ East 300.16 feet; thence,
- 5th - North $49^{\circ}45'42''$ West 5.00 feet to the True Point of Beginning.

EXCEPT

Parcel B described in the deed recorded February 13, 1998 in the office of said County Recorder as Document 98-020697 of Official Records.



Wayne Battison
8/17/02

TLR No. VN 98-01

98-020697

Rec Fee .00
A.R. .00

RECORDING REQUESTED BY:
The Trustees of The California State University

Recorded
Official Records
County of
Ventura

WHEN RECORDED MAIL TO:
The California State University
P.O. Box 3502
Seal Beach, California 90740-7502

Richard D. Dean
Recorder
8:02am 13-Feb-98

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- SPACE ABOVE THIS LINE FOR RECORDERS USE -

AGREEMENT AND GRANT OF EASEMENT

This Agreement and Grant of Easement is entered into by and between the Trustees of The California State University, hereinafter called Trustees, and the County of Ventura, hereinafter called Grantee.

Trustees, pursuant to the provisions of Section 89048 of the California Education Code, and in consideration of the mutual promises contained herein, hereby grant unto Grantee, its successors and assigns, an easement to construct, maintain, and repair from time to time, a public road in, on, over, and across that certain real property, situate in the County of Ventura, State of California, described on Exhibit "A", attached hereto and by this reference made a part hereof.

THE PROVISIONS ON THE REVERSE SIDE HEREOF CONSTITUTE A PART OF THIS AGREEMENT AND GRANT OF EASEMENT.

Date Feb. 6, 1998

TRUSTEES APPROVAL RECOMMENDED

David A. Peres

Senior Policy Analyst

CALIFORNIA STATE UNIVERSITY

APPROVED: TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By Jon H. Regnier

JON H. REGNIER
Senior Director
Physical Planning and Development

GRANTEE County of Ventura

By: Paul W. Ruffin

Paul W. Ruffin, Deputy Director
of Public Works

TLR No. VN 98-01

PROVIDED, this Agreement and Grant of Easement is subject to the following terms and conditions:

1. This Grant of Easement is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said real property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee agrees that any improvements or other property installed under the authority of this Easement shall be well and safely maintained by Grantee at all times while this Grant of Easement is operative.
3. Grantee waives all claims against Trustees, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend Trustees, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by Trustees, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of Trustees.
4. Trustees reserve the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
5. Trustees reserve the right to require Grantee, at Trustees' expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by Trustees that the same interfere with future development of Trustees' property. Within 80 days after Trustees' written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by Trustees and Trustees shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Trustees the Easement herein granted.
6. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use the Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to Trustees a quitclaim deed, to its right, title and interest hereunder, and shall, on Trustees' request, without cost to Trustees and within 90 days from written demand by Trustees remove all improvements or other property placed by or for Grantee upon Trustees' real property and restore the premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, Trustees may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

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Tract R126600.9E

Exhibit "A"

Legal Description for Road Widening

Parcel A

A parcel of land being a portion of Lots 60 and 61 of the Rancho Santa Clara Del Norte, in the County of Ventura, State of California, as said lots are shown on the map recorded in the Office of the County Recorder of Ventura County in Book 3, Page 26, of Miscellaneous Records, said parcel being also a portion of the land whose boundaries are shown on the Record of Survey filed May 14, 1996 in Book 50 of Records of Survey, at Pages 37 thru 39, Ventura County Recorder's Office, and said parcel is more particularly described as follows:

Beginning at the most westerly corner of the parcel of land described in the deed to the State of California recorded March 31, 1995, as Document 95-037704 of Official Records of said County, said most westerly corner being also a point in the Northwestern line of said Lot 61, as shown on Sheet 2 of said Record of Survey, and said point shown with the symbol for a "SET 2" BRASS DISC STAMPED "LS 5347", and said point lying S40°14'03"W, 198.00' from the most northerly corner of said Lot 61, as shown in Detail "B" on said Sheet 2; and said point also being the most northerly corner of the "25' STREET EASEMENT PER Bk. 4583 Pg. 249 O.R." as shown on said Sheet 2 of said Record of Survey, and said point being the TRUE POINT OF BEGINNING for Parcel A.

Thence northeasterly along said Northwestern line of Lot 61 and along the Northwestern line of said Lot 60, said Northwestern lines being also the Southeasterly line of Santa Clara Avenue, as shown on said Sheet 2, and continuing N40°14'03"E, 1095.12', to the most northerly corner of the property shown on said Record of Survey;

Thence leaving said Southeasterly line of Santa Clara Avenue, S49°46'39"E, 25.00' along the Northeasterly boundary line of the property shown on said Sheet 2;

Thence leaving last said Northeasterly boundary line S40°14'03"W, along a line parallel with and 25.00' distant from said Southeasterly line of Santa Clara Avenue, 1095.12', more or less, to the northeasterly terminus of the Southeasterly line of said "25' STREET EASEMENT PER Bk. 4583 Pg. 249 O.R.";

Thence N49°46'39"W, 25.00', more or less to the TRUE POINT OF BEGINNING.

Containing 0.63 acres more or less.

Parcel B

A parcel of land being a portion of Lot 61 of the Rancho Santa Clara Del Norte, in the County of Ventura, State of California, as said lot is shown on the map recorded in the office of the County Recorder of Ventura County in Book 3, Page 26, of Miscellaneous Records, said parcel being also a portion of the land whose boundaries are shown on the

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Tract R126600.9E
Exhibit "A"
Page 2 of 2

Record of Survey filed May 14, 1996 in Book 50 of Records of Survey, at Pages 37 thru 39, Ventura County Recorder's Office, and said parcel is more particularly described as follows:

Beginning at the intersection of the Southeasterly line of the "25' STREET EASEMENT PER Bk. 4583 Pg. 249 O.R.", with the Northeasterly line of said street easement, said Southeasterly line distant 25.00' southeasterly from and parallel with the Northwesterly line of said Lot 61, and said Northeasterly line distant 25.00' northeasterly and parallel with the Southwesterly boundary line of the property shown on Sheet 2 of said Record of Survey, said intersection being the TRUE POINT OF BEGINNING for Parcel B.

Thence N40°14'03"E, 39.50' along said Southeasterly line of said street easement to a point:

Thence leaving said Southeasterly line S28°55'27"W, 20.08' to a non-tangent curve, concave easterly, having a radius of 24.28', a radial to the beginning of said curve bears N49°45'57"W; thence southwesterly along said curve through a central angle of 54°39'55", a distance of 23.15' to a point of cusp in said Northeasterly line of said street easement that is parallel with and distant 25.00' northeasterly from said Southwesterly boundary line of the property shown on said Sheet 2 of said Record of Survey;

Thence along said Northeasterly line of said street easement N49°46'35"W, 14.18' to the TRUE POINT OF BEGINNING.

Containing 0.04 acres more or less.

This legal description was prepared pursuant to the provisions of Business and Professions Code Section 8730 (b) (1).