

## PURCHASE, SALE AND REPLACEMENT OF EASEMENT AGREEMENT

This Purchase, Sale and Replacement of Easement Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, which is the date of full execution of this Agreement (the “**Effective Date**”), by and between the:

**ORANGE COUNTY FLOOD CONTROL DISTRICT**,  
a public body corporate and politic (hereinafter referred to as “**District**”),

AND

**ORANGE COUNTY SANITATION DISTRICT**,  
a public body (hereinafter referred to as “**Buyer**”).

District and Buyer are sometimes individually referenced to herein as “**Party**” and collectively as “**Parties**.”

### RECITALS

- A. District owns those certain flood control properties located in the City of Huntington Beach, California in the vicinity of the intersection of Edinger Avenue and Graham Street which serve flood control channels commonly known as Sunset Channel (District Facility No. C07) and Westminster Channel (District Facility No. C04), as depicted on the location map attached hereto as **Attachment A** and by this reference made a part hereof, hereinafter referred to respectively as “**Sunset Channel**” and “**Westminster Channel**.”
- B. Buyer has existing facilities known as Edinger Avenue Gravity Sewer and Pump Station located on a portion of District’s Westminster Channel (the “**Old Pump Station**”), which was installed pursuant to permit 1965-07665 issued by District on May 18, 1965.
- C. Buyer desires to rehabilitate its wastewater collection and treatment system in accordance with Buyer’s Facilities Master Plan contemplated in its adopted final programmatic environmental impact report dated February 24, 2021, State Clearinghouse No. 2019070998 (collectively, the “**Rehabilitation Project**”).
- D. In connection with the Rehabilitation Project, Buyer desires to acquire a permanent easement (“**Easement**”) over a portion of District’s Sunset Channel to operate, repair and maintain new pump station facilities (collectively, the “**New Pump Station**”), and to replace the Old Pump Station. The form of deed for the Easement is attached hereto as **Attachment B** (“**Easement Deed**”), and by this reference made a part hereof. The New Pump Station shall be installed pursuant to plans approved by Orange County Public Works (“**OCPW**”) and its plan check and encroachment permit process (collectively, the

“**Encroachment Permit Process**”) as such plans are set forth in the encroachment permit issued to Buyer by OCPW (the “**Encroachment Permit**”).

- E. In connection with the Rehabilitation Project, Buyer also desires to acquire a non-exclusive temporary construction easement (“**TCE**”) to provide Buyer with adequate temporary access to, and adequate property for, constructing the New Pump Station and the Additional Work Items, as defined below, and to access the construction area for the New Pump Station and the Additional Work Items, as described in Exhibit A and depicted in Exhibit B of the Temporary Easement Deed, attached hereto as **Attachment C** (the “**Temporary Easement Deed**”) and by this reference made a part hereof. Buyer shall also provide District a fully executed quitclaim deed for the TCE (“**TCE Quitclaim**”) substantially in the form attached hereto as **Attachment D**, which District shall record upon expiration of the TCE.
- F. Once the New Pump Station is complete, fully operational and in-service, Buyer agrees to demolish and remove the Old Pump Station improvements in accordance with plans approved via OCPW’s Encroachment Permit Process and transfer its interest therein to District by means of a quitclaim deed substantially in the form provided as **Attachment E**, attached hereto (the “**Quitclaim Deed**”) and by this reference made a part hereof.;
- G. Concurrently with the construction of the New Pump Station, Buyer agrees to construct, at its sole expense, two (2) gates, two (2) driveways, an access ramp and a turnaround area as part of the Rehabilitation Project, in accordance with the plans approved via the Encroachment Permit Process (collectively, the “**Additional Work Items**”) in the approximate locations shown on **Attachment F** attached hereto and by this reference made a part hereof, to facilitate access to Sunset Channel and the New Pump Station for District’s and Buyer’s use.
- H. District is willing to sell the Easement and TCE (collectively the “**Property Rights**”) to Buyer in order for Buyer to construct, operate and maintain its New Pump Station subject to all those existing easements of record and a reservation of District rights pursuant to the California uncodified Water Code, Act 5682, section 2, also referred to as Water Code App. sections 36-1 et seq., and access easements to the County of Orange (“**County**”) of which the District has knowledge and has provided notice of or copies of to Buyer to the extent such copies are in the District’s possession or control, and the terms and conditions as set forth in the Encroachment Permit(s) for the Rehabilitation Project and this Agreement.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The above Recitals are incorporated herein by this reference.

2. CONVEYANCE DOCUMENTS, PURCHASE PRICE AND DEPOSIT.

2.1 Conveyance Documents.

a. Within five (5) days after the Effective Date of this Agreement, Buyer shall provide District with the Buyer-executed Easement Deed, Temporary Easement Deed, Quitclaim Deed and TCE Quitclaim, substantially in the form attached hereto as **Attachments B, C, D and E**.

b. As soon as possible after the receipt of the items listed in subsection (a) immediately above, District shall provide Buyer a fully executed original of the District-executed Temporary Easement Deed, substantially in the form attached hereto as Attachment C, and fully executed copies of the Easement Deed, substantially in the form attached hereto as Attachment B, and acceptance and acknowledgment of the Quitclaim Deed and TCE Quitclaim substantially in the form attached hereto as Attachments D and E.

c. Within five (5) business days of the date that Buyer notifies District that the New Pump Station is completed, fully operational and in-service and acknowledgement through the Encroachment Permit Process, District shall record and furnish to Buyer conformed copies of the recorded Easement Deed and the recorded TCE Quitclaim, each substantially in the form attached hereto as **Attachments B and D**, with recordation of the TCE Quitclaim occurring prior to the Easement Deed.

d. District will record the Quitclaim Deed substantially in the form attached hereto as **Attachment E** as set forth in Section 5.3 below.

e. The Buyer shall not allow any liens to be placed on the Property Rights or the underlying Easement area or TCE area. Upon the written request from the District, Buyer shall furnish to District post-construction as-builts and documentation that any improvements constructed by the buyer are free and clear from any Stop Notices and Mechanic's Liens.

2.2 Purchase Price. Buyer agrees to pay District the net sum of Thirty Two Thousand Nine Hundred and Seven Dollars (\$32,907) (the "**Net Purchase Price**") which is the value of the

Easement and TCE with a credit for the value of the Old Pump Station permit and the Additional Work Items to be constructed by Buyer, as calculated below:

New Pump Station Easement appraised value	+\$52,000
TCE appraised value	+\$ 2,000
Less value of the Old Pump Station permit to be quitclaimed	-\$ 1,000
Less value of the Additional Work Items	<u>-\$20,093</u>
= Net Purchase Price	<b>\$32,907</b>

2.3 Payment of Purchase Price and Deposit. Within fourteen (14) days after the full execution of this Agreement and the execution and delivery of the Temporary Easement Deed in accordance with Section 2.1 above, Buyer shall provide District with a check made payable to "Orange County Flood Control District" for the sum of the Net Purchase Price plus an administrative transaction deposit of \$15,000.00 (the "**Deposit**" and together with the Net Purchase Price, the "**Purchase Price**"). The Deposit is a non-refundable transaction charge and shall not be credited to the Net Purchase Price. The Net Purchase Price shall be refundable pursuant to Section 12 below.

3. ENCROACHMENT PERMIT PROCESS. District and Buyer each acknowledge and agree that the design, specifications, dimensions, location, and plans for the New Pump Station and the Additional Work Items and the demolition and removal of the Old Pump Station shall be determined, agreed upon and finalized through the Encroachment Permit Process. As such, District and Buyer each further acknowledge and agree that the specifications, descriptions and/or depictions of the New Pump Station, the Easement, the TCE, and the Additional Work Items may change following the execution of this Agreement and in such event, the Parties agree to work together in good faith to amend this Agreement and/or the attachments hereto so that they are consistent with and allow the Parties to perform those activities contemplated by the Encroachment Permit Process. The Encroachment Permit Process is independent of this Agreement and any costs, charges and fees incurred in connection with the Encroachment Permit Process including, without limitation, any plan check costs, charges and fees shall be payable as between the Parties in accordance with the payment and reimbursement processes customarily used in connection with an application for plan check and encroachment permit from OCPW.

4. ADDITIONAL WORK ITEMS. Buyer, at Buyer's sole expense, agrees to improve, install and construct, pursuant to plans approved via the Encroachment Permit Process (the "**Approved Plans**"), the Additional Work Items in the approximate locations shown on **Attachment F** attached hereto and by this reference made a part hereof, for use by Buyer and District, and for use by others, as District deems appropriate. Following Buyer's completion of the Additional Work Items in accordance with the Approved Plans and related Encroachment Permit, District shall own



and be responsible, at District's sole expense, for the maintenance, repair, replacement and operation of the Additional Work Items.

5. RELEASE, EFFECTIVENESS, AND RECORDATION OF CONVEYANCE DOCUMENTS.

5.1 Within five (5) business days of the date that Buyer notifies District that the New Pump Station is completed, fully operational and in-service and acknowledgement through the Encroachment Permit Process, District shall record the Easement Deed in the Official Records of Orange County, California ("**Official Records**"), and shall provide Buyer with conformed copy of the recorded Easement Deed.

5.2 The Temporary Easement shall be in effect commencing upon the date that Grantee provides written notice to the Director of Orange County Public Works, or his/her designee ("**OCPW Director**"), of commencement of construction of the New Pump Station, and continue until the New Pump Station is completed, fully operational and in-service and acknowledgement through the Encroachment Permit Process, and District shall thereafter cause the TCE Quitclaim to be recorded in the Official Records and shall provide Buyer with a conformed copy of the recorded TCE Quitclaim as set forth in Section 2.1(c) above.

5.3 After the New Pump Station is complete, fully operational and in-service and acknowledgement through the Encroachment Permit Process, Buyer shall demolish and remove the Old Pump Station in accordance with Approved Plans and the related Encroachment Permit. Upon Buyer's completion of the demolition and removal of the Old Pump Station through the Encroachment Permit Process, Buyer shall promptly notify District of such completion and District shall thereafter cause the Quitclaim Deed to be recorded in the Official Records as part of close out of the related Encroachment Permit and shall provide Buyer with a conformed copy of the recorded Quitclaim promptly following its recordation.

5.4 Buyer shall not allow any liens to attach to the Property Rights or the underlying Easement area or TCE area directly by reason of Buyer's rights under the Easement Deed or Temporary Easement Deed. Buyer shall furnish to District post-construction as-built architectural drawings and final lien waivers.

6. AS IS. Buyer is purchasing the Property Rights and will receive access to and use of the TCE and Easement area in their existing condition, "AS-IS, WHERE-IS, WITH ALL FAULTS," subject to all existing easements and encumbrances, and physical characteristics and upon the recordation of the Easement Deed has made or has waived all inspections and investigations of the Property and its vicinity which Buyer believes are necessary to protect its own interest in, and Buyer's contemplated use of, the Property. Buyer acknowledges neither District nor any County employees, agents or representative have made any representations, warranties or agreements to or with Buyer on behalf of District as to any matters concerning the Property, access, present use thereof, the availability of utilities and/or the cost of utilities or the suitability of Buyer's intended use of the Property.

\_\_\_\_\_  
Buyer's Initials

7. ACCESS EASEMENTS. Buyer is aware and consents to make accommodations for any recorded or unrecorded easements or use agreements of which District has knowledge and has provided notice of or has provided copies to Buyer to the extent that the District has such copies in its possession or control, affecting the Property and agrees to the District exercising its reserved surface, subsurface and aerial rights in, on and over the Property, including the right to grant future non-exclusive access easements in, on, and over the surface of the Property or portions thereof, to the extent that it does not interfere with Buyer's rights set forth in this Agreement, the Easement Deed and the Temporary Easement Deed.

Additionally, Buyer at Buyer's expense agrees to install, pursuant to plans approved via the OCPW encroachment permit process, Additional Work Items in the approximate location shown on Attachment F attached hereto and by this reference made a part hereof, for use by Buyer, District and others, as District deems appropriate.

8. BUYER COSTS. Except as may otherwise be provided in this Agreement or the attachments hereto, Buyer shall pay all costs in connection with the purchase and sale of the Easement and the TCE, the Quitclaim Deed, and the construction, demolition and removal activities described herein. Such costs may include, but shall not be limited to, the Purchase Price, title insurance, documentary transfer tax, possessory interest tax bills received by Buyer, recording fees, if any, preliminary change of ownership fees, if any, and permits and licenses as set forth below.

Buyer shall also promptly, at its sole cost and expense, repair or replace to the condition existing immediately prior to damage or destruction, any District or County facilities, equipment or improvements located on the Property that are damaged or destroyed by Buyer directed, conducted or sponsored activities under this Agreement, except to the extent caused by willful misconduct or negligence of District and/or County, their elected and appointed official, officers, agents, employees, contractors and/or subcontractors. If Buyer fails to perform any such repair or restoration within thirty (30) days following written notice to the Buyer, or as such repair or restoration period may be extended in writing by District, District may make the necessary repair or restoration and the reasonable costs thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by Buyer within thirty (30) days of Buyer's receipt of an invoice from District accompanied by written evidence of the costs proposed to be paid by Buyer. A Party's election to self-perform corrective work under this provision shall not bar that Party from availing itself of other remedies available under law, equity or contract, including other remedies made available by this Agreement.

9. PERMITS AND LICENSES. Buyer shall be required, at Buyer's sole cost and expense, to obtain and always maintain compliance with any and all governmental and/or regulatory approvals, clearances, permits and/or licenses which may be required in connection with the purchase of the Easement and the TCE, the construction, maintenance and/or operation of the New Pump Station, the demolition and removal of the Old Pump Station, and/or the construction of the Additional Work Items (the "**Permits**"). No approvals or consents given by District as a Party to this Agreement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

Buyer agrees to consult with District representatives throughout the application process to obtain any and all Permits and District, in its capacity as owner of the underlying property subject to the Easement and TCE, agrees to cooperate with Buyer as necessary to obtain any and all such Permits. If any of the Permits contain conditions that obligate District or County after construction of the New Pump Station or demolition and removal of the Old Pump Station is completed, Buyer shall obtain prior written approval from the OCPW Director, or a designee thereof, prior to agreeing to such conditions. If any governmental or regulatory authority is requiring for issuance of any Permit a condition that is not acceptable to the OCPW Director and Buyer cannot, after reasonable efforts, resolve it with the authority and/or the OCPW Director, Buyer may terminate this Agreement in accordance with Section 12, below.

In the event that there exists a conflict between any term, condition, or provision contained within this Agreement, and in any term, condition, or provision contained within the Encroachment Permit, the term, condition, or provision contained within the Encroachment Permit shall control or prevail.

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

11. TIME OF THE ESSENCE. Time is of the essence with respect to each of the terms, covenants, and conditions of this Agreement.

12. TERMINATION. This Agreement shall commence on the Effective Date and be in effect until the recordation of the Easement Deed and Quitclaim Deed in accordance with the terms herein; provided that if Buyer fails to construct the New Pump Station and remove the Old Pump Station within the fifteen (15) year period commencing on the Effective Date, then the Parties shall deem the Buyer's failure to do so a termination for convenience by the Buyer unless agreed otherwise by the Parties in writing.

If the Agreement is terminated for convenience by Buyer, or terminated by District for cause, prior to recordation of the Easement and Quitclaim Deed or deemed terminated for convenience by Buyer pursuant to the above paragraph, then Buyer shall not receive a refund of the Net Purchase Price, all rights and responsibilities of the Parties hereunder shall cease, the transaction contemplated by this Agreement shall be in all respects terminated without any liability from one Party to the other, and in the event that Buyer has altered the TCE or Easement area, Buyer shall, at its cost, restore the TCE area and Easement area to their condition existing immediately prior to such alteration to the reasonable satisfaction of the Director. In the event Buyer fails to perform its obligation to restore the TCE or Easement Area as provided under this section, in addition to any other rights or remedies available to DISTRICT, the Director, at the Director's option after thirty (30) days' written notice to Buyer may cause the removal of Buyer's facilities from the Easement Area and the restoration of the TCE and Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administration fee of such costs, shall be paid by Buyer within thirty (30) days following a receipt of a statement of said costs from Director."

13. 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 five (5) days prior written notice. Any notice properly addressed shall be deemed received (i) on the date delivered personally from one to the other-Party or by messenger or courier thereof; (ii) three (3) Business Days after being mailed by the United States mailing, postage prepaid, or (iii) on the date of delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender. The term “**Business Days**” used herein means any days other than Saturday, Sunday, California state or national holidays or other days on which commercial banks in California are generally not open for business.

If to District: OCFCD  
c/o CEO/Real Estate  
RE: Edinger Pump Station (Sunset Channel)  
P.O. Box 4048  
Santa Ana, CA 92702-4048

If to Buyer:  
Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
Attn: James D. Herberg

14. ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS. With the exception of the Old Pump Station Permit and the Encroachment Permit, this Agreement—and its exhibits and attachments referenced herein incorporate all of the terms and conditions, 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. A waiver of a breach of the covenants, conditions, or obligations under this Agreement by either Party will not be constructed as a waiver of any succeeding breach or the same or other covenants, conditions, or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by Buyer and District.

15. ATTORNEY FEES. If any action, proceeding, or arbitration arising out of or relating to this Agreement is commenced by either Party to this Agreement, each Party shall bear its own costs including all attorneys’ fees, costs, and expenses incurred in the action, proceeding, or arbitration.

16. BINDING EFFECT. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their heirs, personal representatives, successors, and assigns.

17. 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, with venue in the County of Orange, California, for the purposes of any action to enforce or interpret this Agreement.

18. **AUTHORITY TO SIGN.** Each person signing this Agreement on behalf of each-Party hereto represents and warrants to the other Party that the person signing this Agreement 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. This Agreement may be executed by two or more counterparts, each of which shall be deemed an original, which together shall constitute a single Agreement.

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

20. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into by and for District and Buyer, and nothing herein is intended to establish rights or interests in individuals or entities not a Party hereto.

21. **BROKERAGE COMMISSION.** Buyer and District 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 or such Party's misrepresentation of the provisions in this Section 20.

22. **FORCE MAJEURE.** Except for the payment of money, neither Party will be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.

23. **ATTACHMENTS.** This Agreement includes the following, which are attached hereto and made a part hereof:

**Attachment A - Location Map**

**Attachment B – Form of Easement Deed**

**Attachment C – Form of Temporary Easement Deed**

**Attachment D – Form of TCE Quitclaim**

**Attachment E – Form of Quitclaim Deed**

**Attachment F – Location of Additional Work Items**

*[Signatures on next page]*

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

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: Michael A. Haubert  
Deputy

Digitally signed by Michael A. Haubert  
DN: cn=Michael A. Haubert, o=County  
of Orange, ou=County Counsel,  
email=michael.haubert@coco.ocgov.c  
om, c=US  
Date: 2022.10.03 11:33:13 -07'00'

Date: October 3, 2022

**DISTRICT:**

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

ATTEST:

\_\_\_\_\_  
Robin Stieler, Clerk of the Board  
Orange County Flood Control District  
County of Orange, California

*-[Signatures continue on next page]*

Approved as to Form:

By:   
Pamela J. Privett  
Alston & Bird LLP

Date: September 30, 2022

**BUYER:**

ORANGE COUNTY SANITATION  
DISTRICT,  
a public body

By: \_\_\_\_\_  
Chad P. Wanke  
Chairman, Board of Directors

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

ATTEST:

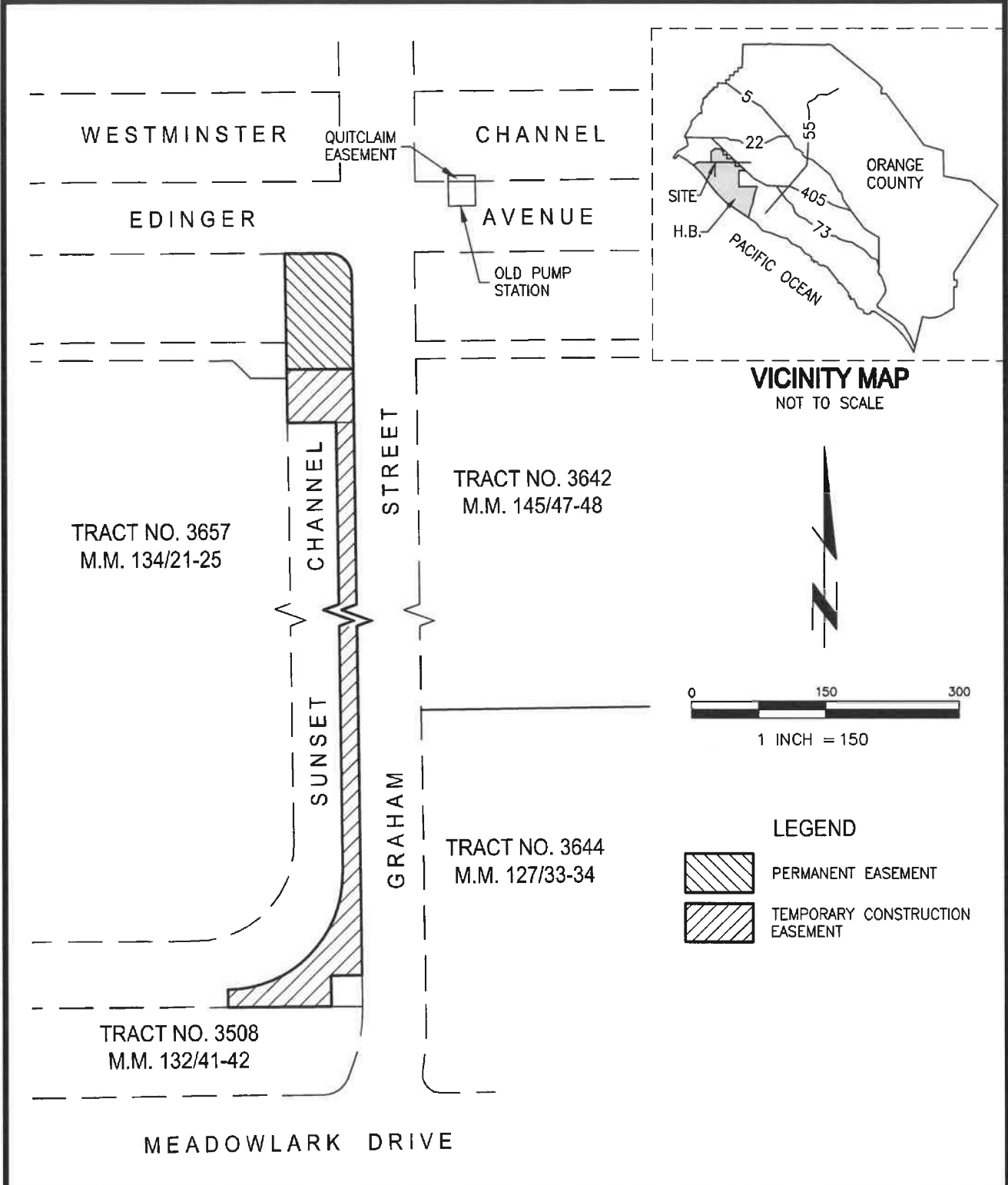
\_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board, Board of Directors  
Orange County Sanitation District

**ATTACHMENT A TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

LOCATION MAP

*[See attached]*





PREPARED FOR:	PREPARED BY:	JOB # 210656
<b>ORANGE COUNTY SANITATION DISTRICT</b>	<b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying	LOCATION MAP
		DRAWN BY: APT

**ATTACHMENT B TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

FORM OF EASEMENT DEED

*[See attached]*

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED, MAIL TO:**

Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
Attention: Clerk of the Board

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

**APN:**

**DOCUMENTARY TRANSFER TAX \$** \_\_\_\_\_

\_\_\_\_ Computed on the consideration or value of property conveyed

Exempt per Revenue & Taxation Code Section 11922

Exempt from Recording Fees per Govt. Code Section 27383

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

SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX      FIRM NAME

Unincorporated Area

Incorporated - City of Huntington Beach

Facility No: C07 – Sunset Channel

Project: Orange County Sanitation District -Edinger Pump Station

**EASEMENT DEED**

This Easement Deed (this “**Easement Deed**”) is made and entered into as of \_\_\_\_\_, 2022, by and between the **ORANGE COUNTY FLOOD CONTROL DISTRICT**, a public body corporate and politic (“**District**”), and **ORANGE COUNTY SANITATION DISTRICT**, a public body (“**Grantee**”) (District and Grantee may sometimes hereinafter be individually referred to as “**Party**” or jointly as “**Parties**”), and is with reference to the following:

**NOW, THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

**1.      GRANT OF EASEMENT**

District hereby grants to Grantee and Grantee hereby accepts from District a non-exclusive perpetual easement (“**Easement**”) under, in, on, over, upon and across certain real property in the city of Huntington Beach, county of Orange, state of California described in **Exhibit A**, and illustrated in **Exhibit B** (the “**Easement Area**”) which exhibits are attached hereto and by this reference made a part hereof, subject to the terms, conditions and reservations set forth herein.

## 2. USE

Grantee, its officers, agents, employees, permittees, contractors and subcontractors shall have the right to enter upon the Easement Area for the purpose of operating, maintaining and repairing pump station facilities and requisite installations (collectively "**Grantee's Facilities**") under, in, on, over, upon and across the Easement Area in accordance with the plans approved via the County Permit Encroachment No. FE19-00085 (OC19-001169) or other permit issued by the County of Orange Public Works Encroachment Permit process and all terms and conditions stated therein. The rights herein granted shall include all incidental access rights, including but not limited to, rights of vehicular and pedestrian ingress and egress to and from the Easement Area via Edinger Avenue and the gate to be located at Meadowlark Drive, utilizing District's existing service roads, for the purpose of exercising the rights herein granted.

## 3. OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT

Grantee shall operate, maintain and keep Grantee's Facilities in a good state of repair and condition and maintain the Easement Area in the condition that existed immediately prior to Grantee's construction, ordinary wear and tear excepted and free of any defects or damage caused by Grantee, in accordance with this Easement at no cost to District; provided that Grantee shall not be required to repair any defects or damage in the Easement Area caused by the intentional or negligent acts of the District. Grantee hereby acknowledges that the Easement Area lies within a portion of District's Sunset Channel ("**Channel**"). Grantee shall perform all operation, maintenance and construction in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by District. District shall perform its flood control operations and maintenance of the Channel in a manner that will not unreasonably obstruct operations and maintenance of Grantee's Facilities.

Should it be necessary for Grantee to conduct any construction, excavation, repairs, replacements, maintenance and/or demolition that would disturb the surface of the Easement Area subsequent to the completion of the initial installation or require the use of any specialized vehicles or equipment including, but not limited to, haulers or cranes ("**Work**"), Grantee agrees to notify Director of Orange County Public Works, or his/her designee, ("**Director**") in writing sixty (60) days in advance of such Work, obtain the Director's written approval of such Work through Orange County Public Works property encroachment permit process and obtain an Orange County-issued property permit ("**CPP**") with payment of normal processing fees therefor. In addition, Grantee shall provide District with evidence of adequate insurance coverage prior to commencement of any work in, on, over, upon, under or across the Easement Area, and upon completion of any such work, Grantee shall promptly notify Director in writing of such completion. Notwithstanding the foregoing, Director's prior approval shall not be necessary, nor shall Grantee be required to obtain a CPP prior to conducting any work associated with an emergency situation, however, Grantee shall notify Director within five (5) days following commencement of any such emergency work, and if so, requested by Director, Grantee shall secure a CPP for the purpose of documenting the emergency work.

Director's approval of Grantee's plans shall not be deemed approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. District is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of Grantee's construction and/or maintenance plans. Director will rely on the professional expertise of the Engineer of Record when approving Grantee's construction and/or maintenance plans.

Except in areas in which such activities require regulatory agency approval, or are otherwise designated as environmentally sensitive, Grantee shall have the right, to cut such roots as may endanger or interfere with Grantee Facilities, provided, however, 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 any earth -removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation- shall be promptly restored by Grantee at its expense to the same

condition as existed prior to such excavation, to Director's reasonable satisfaction.

#### **4. REMOVAL AND/OR ABANDONMENT**

Grantee agrees that in the event (a) Grantee Facilities are no longer required, or (b) Grantee's use of Grantee's Facilities ceases for a continuous period of more than one (1) year without written notice from Grantee to District of the circumstances resulting in such suspension, and of Grantee's intention to resume usage of Grantee's Facilities, Grantee shall, at Director's written request and at no cost to District, remove Grantee's Facilities and restore, to Director's reasonable satisfaction, all modifications and damages to the Easement Area that were made, performed or otherwise caused by Grantee, to the condition that existed immediately prior to the installation of Grantee's Facilities or abandon in place Grantee's Facilities. In the event Grantee fails to commence and diligently pursue completion of the removal of its Grantee's Facilities from the Easement Area and the restoration of the Easement Area as provided under this section, in addition to any other rights or remedies available to District, the Director, at the Director's option after thirty (30) days' written notice to Grantee, may cause the removal of any Grantee's Facilities from the Easement Area and the restoration of the Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administration fee of such costs, shall be paid by Grantee within thirty (30) days following a receipt of a statement of said costs from the Director.

Grantee shall also execute and deliver to Director, within ninety (90) days of its removal or abandonment of Grantee's Facilities pursuant to this Section 4, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient in form and content to remove the encumbrance of this Easement Deed from title to the Easement Area.

#### **5. RELOCATION**

In the event that Grantee's Facilities shall at any time unreasonably interfere with the operation, maintenance, replacement, enlargement or improvement of District's flood control operations or future Channel improvements, as reasonably determined by Director, and such interference requires, in Director's reasonable determination, the removal or relocation of Grantee's Facilities, Director shall provide Grantee written notification of such interference and the need for the removal or relocation of Grantee's Facilities from the Easement Area. In such instance, Director shall endeavor to, but shall not be obligated to locate an alternate site on District-owned property for the relocation of Grantee's Facilities. Under no circumstance, shall District be obligated to purchase any property, easement rights, or enter into or pay for any lease or license rights to accommodate the relocation of Grantee's Facilities. Notwithstanding the foregoing, Director shall make diligent efforts and work with Grantee to avoid unreasonable interference between Grantee's Facilities and the operation, maintenance, replacement, enlargement or improvement of District's flood control operations or future Channel improvements such that the removal or relocation of Grantee's Facilities shall not be required.

To the extent an alternative area on District-owned property cannot reasonably be made available, District may terminate this Easement Deed and require Grantee to remove Grantee's Facilities from the Easement Area.

Director shall provide Grantee with written notice to remove, relocate or modify the installation of Grantee's Facilities entirely at Grantee's expense when necessary for the operation, maintenance, replacement, enlargement or improvement of District's flood control operations or future Channel improvements. Grantee agrees, at its sole cost and expense, to remove Grantee's Facilities from the Easement area, and restore the Easement Area to the condition that existed immediately prior to the installation of Grantee's Facilities, to Director's reasonable satisfaction. If an alternate site on District property has been identified for the relocation of Grantee's Facilities, Grantee at its sole cost and expense has the option to relocate Grantee's Facilities to such location. The removal and/or relocation of Grantee's Facilities shall be subject to the provisions of Section 2 (Construction and Maintenance) of this Easement Deed.

In the event Grantee fails to perform its obligations to commence and diligently pursue completion of the removal, relocation or modification of its Facilities from the Easement Area and restoration of the Easement Area as provided under this section, in addition to any other rights or remedies available to District, the Director, at the Director's option after thirty (30) days' written notice to Grantee, may cause the removal of any Grantee Facilities from the Easement Area and the restoration of the Easement Area, and the cost thereof, including but not limited to the cost of labor, materials, and equipment, and a fifteen percent (15%) administration fee of such costs, shall be paid by Grantee within thirty (30) days following a receipt of a statement of said costs from Director. Under no circumstance shall District be obligated to relocate Grantee Facilities to any alternate relocation site regardless of whether a relocation site had been designated on District-owned property.

#### **6. REVISION OF LEGAL DESCRIPTION**

In the event it becomes necessary to relocate Grantee's Facilities as provided in Section 5 (Relocation) of this Easement Deed and 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 Deed 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 Deed shall be recorded by District, at Grantee's expense. The Parties agree that, unless specifically agreed upon and set forth therein, the amendment of **Exhibit A** and **Exhibit B** and the re-recording of the Easement Deed shall not affect, alter, or change any of the terms, conditions or reservations of this Easement Deed and further agree that the amended and re-recorded Easement Deed shall relate back and be deemed in place as of the initial date of this Easement Deed.

#### **7. COMPLIANCE WITH REGULATORY AUTHORITIES**

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, upon or across the Easement Area, which are required as a result of Grantee's use of or performance of any activities permitted to be conducted by Grantee in, on, over, under or across the Easement Area.

In addition, and not by limitation, Grantee shall ensure that all construction performed by or on behalf of Grantee in the Easement Area 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 the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the Channel nor into District's flood control system.

Grantee shall not accept any regulatory permit, or consent to any regulatory permit provision which will, to Grantee's actual knowledge (i) affect the operation and maintenance of the Channel; (ii) commit District to any new maintenance obligation; (iii) require the installation of any water quality feature within the Channel property; (iv) result in increased Channel operation or maintenance expenses; or (v) be inconsistent with District's Channel operations and/or facilities standards and criteria, without Director's prior written approval, which approval shall be at Director's sole discretion and which approval may include, but not be limited to the posting of a bond or the deposit of funds to cover any permit obligations. Grantee shall ensure that any such proposed permit provision(s) not approved in writing by Director is/are stricken or deleted from the final permit prior to its issuance.

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

## **8. COMPLIANCE WITH THE PROVISIONS OF THIS EASEMENT DEED**

Grantee agrees that it shall be responsible for ensuring that all work or activities performed within, on, over, under or about the Easement Area by Grantee's employees, contractors, subcontractors, agents, representatives, permittees or invitees are conducted in accordance with the provisions of this Easement Deed.

## **9. RELEASE AND INDEMNITY**

Grantee acknowledges the Easement Area is in, on, over, under or about District's Channel and may be subject to all hazards associated with flood conditions. Grantee agrees to assume all risks, financial or otherwise, associated therewith, subject to the terms and conditions of this Easement Deed.

Subject to Section 10 below governing liability for hazardous or toxic materials, Grantee hereby releases and waives all claims and recourse against District and the County of Orange ("County") including the right of contribution for loss of or damage to property, or injury to or death of any person arising out of Grantee's use of or operations or activities conducted in, on, over, upon and across the Easement Area, and/or the exercise of the rights under this Easement Deed by Grantee, including any damage to or interruption of use of the Grantee's Facilities caused by erosion, flood, or flood overflow conditions of the Channel, except claims arising from willful misconduct or negligence of District and/or County, their elected and appointed official, officers, agents, employees, contractors and/or subcontractors.

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 that 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.

Subject to Section 10 below governing liability for hazardous or toxic materials, Grantee hereby agrees to indemnify, defend (with counsel approved in writing by District and/or County, as applicable), and hold harmless, District and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, costs and expenses or liability for injury to any persons or property, arising out of the maintenance, use of, operations or activities conducted in, on, or over the Easement Area and/or the exercise of the rights under this Easement Deed by Grantee, its agents, officers, employees, invitees or licensees, except for liability arising out of willful misconduct or negligence of District and/or County, their elected and appointed officials, officers, agents, employees, contractors, and/or subcontractors including the cost of defense of any lawsuit arising therefrom. If District and/or County is/are named as co-defendant(s) in a lawsuit, Grantee shall notify Director of such fact and shall represent District and/or County in such legal action unless District and/or County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, Grantee shall pay to District and/or County its/their reasonable, out-of-pocket litigation costs, expenses, and attorneys' fees. If judgment is entered against District and/or County and Grantee by a court of competent jurisdiction because of the concurrent active negligence of District and/or County and Grantee, District and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

District hereby agrees to indemnify, defend (with counsel approved in writing by Grantee), and hold harmless, Grantee against any and all claims, losses, demands, damages, costs, expenses or liability for injury to any persons or property arising out of maintenance, use of or operations or activities conducted in, on, or over the Easement Area by District or County, their elected and appointed officials, agents, officers,

employees, invitees or licensees, except for liability arising from willful misconduct or negligence of Grantee, its officers, agents, employees, contractors and/or subcontractors including the cost of defense of any lawsuit arising therefrom.

#### 10. LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS

Grantee shall not cause or permit any “**Hazardous Material**,” as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. Notwithstanding the foregoing, Grantee may use or keep small quantities of Hazardous Material on the Easement Area that are used in the ordinary, customary and lawful operations conducted on 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 District for damage resulting therefrom, then Grantee shall indemnify, defend (with counsel approved in writing by District and/or County), and hold harmless, District and/or County, and their 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, reasonable attorneys’ 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 District 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 having been introduced, placed or released or disturbed by Grantee, its agents, officers, employees, invitees or licensees, and therefore 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 immediately 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, except in an emergency situation where Grantee shall not be required to obtain prior approval of Director, but shall notify Director within five (5) days following commencement of any such emergency work.

Except to the extent arising from Grantee’s acts within the Easement Area, District shall indemnify, defend (with counsel approved in writing by Grantee), and hold harmless Grantee against any and all claims, losses, demands, damages, and expenses or liability for injury to or death of any persons, or loss of or damage to any property arising out (i) the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Material by District and/or County or their elected and appointed officials, officers, agents, employees, contractors or subcontractors, or (ii) the presence or release of Hazardous Material on, under, from or in the Easement Area as of the date that Grantee begins construction within the Easement Area.

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, the County, the state of California, or the United States government.

#### 11. RESERVATIONS

District 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 Grantee’s access to the Easement Area and/or the use by Grantee of the rights and easement herein granted and reserves for itself the right to act in accordance with the Orange County Flood Control Act including, but not limited to improving, constructing, reconstructing, rehabilitating, operating and maintaining the Channel facility.

District 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 Area, provided that the foregoing shall not interfere unreasonably with or prohibit the use by Grantee of the rights and easement herein granted.



In the event District exercises such rights to utilize the Easement Area, which use results in the disturbance of the Easement Area, District's only responsibility shall be to backfill with compacted earth to the grade of the surrounding property following completion of District's activity. Grantee shall restore Grantee's Facilities to the design and grade approved as provided for in Section 2 (Construction and Maintenance) above.

**12. CONVEYANCE SUBJECT TO EXISTING INTERESTS**

This Easement Deed is accepted "AS-IS, WHERE-IS, WITH ALL-FAULTS," subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect the Easement Area which are of record or of which District has knowledge and has provided notice of or has provided copies to Buyer to the extent that the District has such copies in its possession or control, 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 District, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or District's interest therein.

**13. TAXES AND ASSESSMENTS**

Should this Easement Deed 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 any Grantee Facilities, fixtures, equipment, or other property installed, constructed or used by Grantee thereon in connection with this Easement Deed, shall be the full responsibility of Grantee, and Grantee shall cause said taxes and assessments to be paid promptly when due.

**14. NOTICES**

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by giving five (5) days prior written notice. Any notice properly addressed shall be deemed received (i) on the date delivered personally from one to the other party or by messenger or courier thereof; (ii) three (3) Business Days after being mailed by the United States mailing, postage prepaid, or (iii) on the date of delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender. The term "**Business Days**" used herein means any days other than Saturday, Sunday, California state or national holidays or other days on which commercial banks in California are generally not open for business.

To DISTRICT:

Orange County Flood Control District  
RE: Edinger Pump Station (Sunset Channel)  
c/o CEO/ Real Estate  
P.O. Box 4048  
Santa Ana, CA 92702-4048

To GRANTEE:

Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
Attention: James D. Herberg

**15. VENUE**

The Parties hereto agree that this Easement Deed 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 Deed, 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.

**16. WAIVER OF RIGHTS**

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

**17. SEVERABILITY**

If any term, covenant, condition, or provision of this Easement Deed 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.

**18. ATTORNEY FEES**

If any action, proceeding, or arbitration arising out of or relating to this Easement Deed is commenced by either Party to this Agreement, each Party shall bear its own costs including all attorneys' fees, witness and litigation costs, and expenses incurred in the action, proceeding, or arbitration.

**19. SUCCESSORS AND ASSIGNS**

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

**20. NO THIRD-PARTY BENEFICIARIES**

This Easement Deed is entered into by and for District and Grantee, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

**21. AUTHORITY**

Each Party hereto represents and warrants to the other Party that the person signing this Easement Deed has all requisite power and authority to execute and deliver this Easement Deed for such Party and that this Easement Deed, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

*Signatures appear on following pages.*

Approved as to Form  
Office of the County Counsel  
Orange County, California

**DISTRICT**

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

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

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

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

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

ATTEST:

\_\_\_\_\_  
Robin Stieler, Clerk of the Board  
Orange County Flood Control District  
County of Orange, California

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.

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, 20 \_\_\_\_ before me, \_\_\_\_\_, personally  
(Insert name of Notary Public & title)

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 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.

Signature \_\_\_\_\_

(Seal)

*Grantee's signature appears on following page.*

**GRANTEE**

Approved as to Form:

ORANGE COUNTY SANITATION DISTRICT,  
a public body

By: \_\_\_\_\_  
Pamela J. Privett  
Alston & Bird LLP

By: \_\_\_\_\_  
Chad P. Wanke  
Chairman, Board of Directors

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

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

**ATTEST:**

By: \_\_\_\_\_  
Kelly A. Lore  
Clerk of the Board, Board of Directors  
Orange County Sanitation District

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.

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, personally  
(Insert name of Notary Public & title)  
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 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.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT A**

**Description of Easement Area**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**INGRESS, EGRESS & UTILITY EASEMENT**  
**(C07-251)**

THAT PORTION OF THE NORTH HALF OF THE OF SECTION 21, T.5S., R.11W., IN THE RANCHO LA BOLSA CHICA PER MAP RECORDED IN BOOK 51 PAGE 13 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER FOR ORANGE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST NORTHEASTERLY CORNER OF LOT 20, TRACT NO. 3657 FILED IN BOOK 134 PAGES 21-25 MAPS IN THE OFFICE OF ORANGE COUNTY RECORDER ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF EDINGER AVENUE (50 FOOT HALF STREET) THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 89°38'45" EAST 50.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET AND A DELTA OF 89°39'02" THENCE ALONG SAID CURVE IN A SOUTHEASTERLY DIRECTION 39.12 FEET TO A POINT ON THE EASTERLY LINE OF PARCEL 1 OF EASEMENT DEED, BOOK 5623 PAGE 212 O.R. ORANGE COUNTY RECORDER; THENCE CONTINUING ALONG SAID EASTERLY LINE SOUTH 00°42'13" EAST 105.15 FEET; THENCE LEAVING SAID EASTERLY LINE ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT OF WAY OF EDINGER AVENUE SOUTH 89°38'45" WEST 75.00 FEET TO THE EASTERLY TRACT LINE OF SAID TRACT NO. 3657; THENCE ALONG SAID TRACT LINE NORTH 00°42'13" WEST 130.00 FEET TO THE POINT OF BEGINNING.

**CONTAINING:** 9,618 SF (MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**END DESCRIPTION**

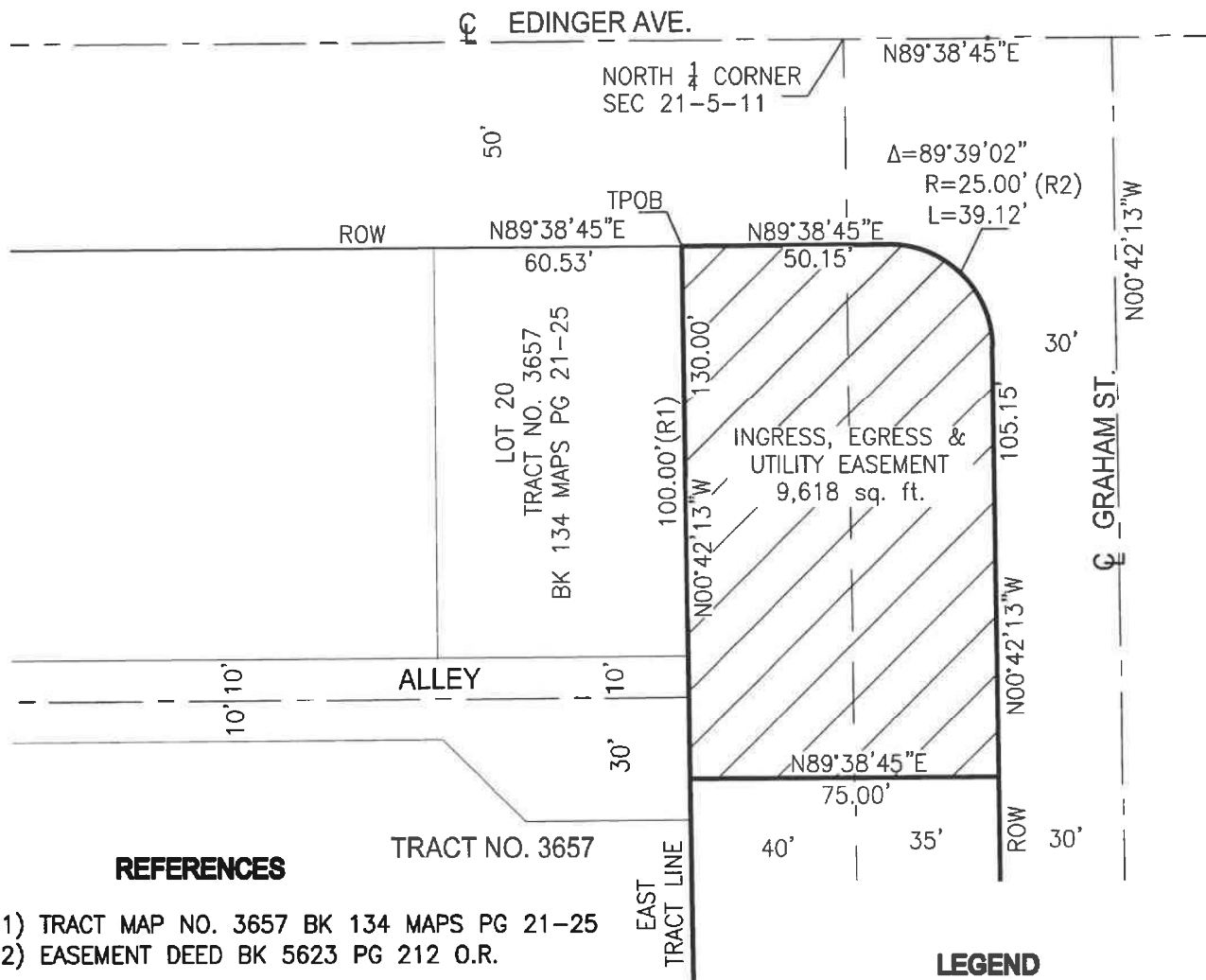
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Aaron Tillmanns      09/13/2022  
Aaron Tillmanns                      DATE  
P.L.S. NO. 9584

**EXHIBIT B**

**Depiction of Easement Area**


# EXHIBIT "B"



## REFERENCES

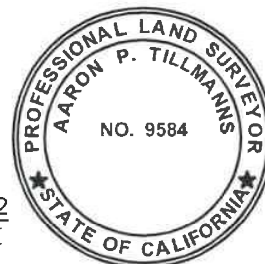
- (R1) TRACT MAP NO. 3657 BK 134 MAPS PG 21-25
- (R2) EASEMENT DEED BK 5623 PG 212 O.R.

## LEGEND

- CL CENTERLINE
- TPOB TRUE POINT OF BEGINNING
- ROW RIGHT OF WAY
-  EASEMENT AREA (9,618 SQ.FT. MORE OR LESS)



*Aaron Tillmanns* 09/13/2022  
 AARON TILLMANN'S DATE  
 L.S. NO. 9584



PREPARED FOR:	PREPARED BY:	JOB # 210656
ORANGE COUNTY SANITATION DISTRICT	 <b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering · Planning · Surveying	PERMANENT EASEMENT SW CORNER OF EDINGER AVE. AND GRAHAM ST.
		DRAWN BY: JB      SCALE: 1" = 40'



**CERTIFICATE OF ACCEPTANCE**  
To be provided

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Orange County, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, pursuant to authority conferred by \_\_\_\_\_ of the said Board of Supervisors, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL  
DISTRICT

Dated \_\_\_\_\_

By \_\_\_\_\_

Director

\_\_\_\_\_,

Per Minute Order dated \_\_\_\_\_, 20\_\_

Approved as to form:  
County Counsel

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

Deputy:

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

**ATTACHMENT C TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

FORM OF TEMPORARY EASEMENT DEED

*[See attached]*

**RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:**

Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
Attention: Clerk of the Board

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN:

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

\_\_\_ Computed on the consideration or value of property conveyed

Exempt per Revenue & Taxation Code Section 11922

Exempt from Recording Fees per Govt. Code Section 27383

By:

\_\_\_\_\_  
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX      FIRM NAME

Unincorporated Area

Incorporated - City of Huntington Beach

Facility No: C07 – Sunset Channel

Project: Orange County Sanitation District -Edinger Pump Station

**TEMPORARY EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic  
(hereinafter referred to as "**District**"),

does hereby grant to

ORANGE COUNTY SANITATION DISTRICT,  
a public body  
(hereinafter referred to as "**Grantee**") its, successor and assigns,

a non-exclusive temporary construction easement ("**Temporary Easement**") in, on, over, upon and across that certain real property (hereinafter referred to as "**TCE Area**") described in **Exhibit A** and illustrated in **Exhibit B** which exhibits are attached hereto and made a part hereof.

District and Grantee may sometimes hereinafter be individually referred to as "**Party**" or jointly as "**Parties**".

It is understood and agreed by the Parties hereto and their successors and assigns that the easement and right of way herein granted in this Temporary Easement shall be subject to the following terms, conditions and reservations:

## 1. TERM

The Parties intend for this Temporary Easement to be in effect throughout Grantee's construction of its new pump station facilities ("**New Pump Station**") as set forth in OC Public Works encroachment permit FE19-00085 (OC19-001169) or other permit issued by the County of Orange Public Works Encroachment Permit process ("CPP") for the New Pump Station ("OCPW Permits"). With this understanding, the Temporary Easement shall be effective for a period of nine hundred and twelve (912) days unless otherwise terminated or extended in accordance with the terms herein ("**Term**"), commencing upon the date Grantee provides written notice of commencement of construction of its New Pump Station to District's Director OC Public Works, or designee ("**Director**"). The Parties agree to terminate or extend the Term in accordance with the terms herein as needed for this Temporary Easement to be coterminous with the construction of the New Pump Station pursuant to the OCPW Permits.

## 2. EXTENSIONS

The Term may be extended by mutual agreement of Grantee and the Director. Any request for extension by Grantee must be in writing, shall state the requested extension period, and be forwarded to the Director via Express or Certified U.S. Postal Service, personal delivery, by courier or by overnight delivery service and addressed as provided hereinbelow in Section 8 (Notices) not less than thirty (30) days prior to expiration of the Term of this Temporary Easement. During each extension period, Grantor shall be compensated sixty-six dollars (\$66.00) per month, payable at the beginning of each extension period as a lump sum until this Temporary Easement has expired or otherwise terminated. In the event this Temporary Easement is terminated prior to completion of an extension period, the District shall retain a portion of the prepaid Use Fee for that extension period on a prorata share basis for period of Grantee's use and shall refund the remaining to Grantee in the form of a check made payable to Orange County Sanitation District. While the OCPW Permits are in effect approval of such request shall be deemed approved unless, in Director's sole discretion, Director provides Grantee with written denial of the requested extension, approvals shall not be unreasonably withheld.

## 3. USE

Grantee's rights shall include rights to Grantee, its officers, agents, employees, contractors and subcontractors to utilize the surface of the TCE Area to park, place, store construction materials, tools, vehicles, storage containers, implements and other construction-related equipment and materials ("**Grantee's equipment and material**") for the purpose of constructing, installing, maintaining, repairing, altering and reconstructing the New Pump Station, and for additional work as necessary to construct and install collectively two (2) gates, two (2) driveways, an access ramp and a turnaround area in accordance with the OCPW Permit as shown on the attached Exhibit C (the "Additional Work Items") and shall include reasonable access to the TCE Area for the purpose of exercising the rights herein granted

The rights granted under this Temporary Easement expressly prohibit any grading of the TCE Area, the construction or placement of any improvements or structures on the TCE Area, on, or about the TCE Area, unless authorized per the OCPW Permits, and/or the placement of any petroleum product or other Hazardous Material (as hereinafter defined) storage tanks or containers with accumulative storage capacity in excess of 50 gallons.

## 4. GRANTEE RESPONSIBILITIES

Grantee accepts the TCE Area "AS IS/WHERE IS" and District has not made any assurance that site will meet its needs. Grantee shall, at no cost to District, maintain the TCE Area in good repair and in safe condition, and protect in place any slope features, trees and/or landscaping within the TCE Area throughout the Term, including any extension period, of this Temporary Easement in accordance with the OCPW Permits.

Grantee shall, at no cost to District, conduct all activities, including but not limited to the storage of materials, in, on, or about the TCE Area in a safe, good and workmanlike manner and in compliance with all applicable

building, fire and sanitary laws, ordinances and regulations (including CPP terms and conditions) and shall maintain all equipment, used in on or about the TCE Area in good repair and in safe condition.

Grantee shall, at its sole 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 TCE Area which arise from Grantee's use of or performance of any activities permitted to be conducted in, on, over or across the TCE Area.

In addition, Grantee shall ensure that all activities that Grantee performs or that are performed by third parties on behalf of or at the request of Grantee in, on, over or about the TCE Area are 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 municipal stormwater drainage system or into the waters of the state.

No approvals or consents given hereunder by District, as party to this Temporary Easement, shall be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules or regulations.

#### **5. CONDITION OF TCE AREA UPON TERMINATION**

Prior to the expiration of this Temporary Easement, Grantee agrees, at its sole expense, to deliver the TCE Area to the Director in a condition that will satisfy the close out of the OCPW Permits, as determined by the Director, however Grantee shall not be required to remove the Additional Work Items. The TCE Area's restoration shall include but not be limited to the removal of construction materials (including stockpiled material), equipment, trash, debris, and restoration of pre-existing grades and landscaping.

#### **6. RELEASE AND INDEMNITY**

Subject to Section 7 below governing liability for hazardous or toxic materials, Grantee hereby releases and waives all claims and recourse against District and County of Orange ("County") including the right of contribution for loss of or damage to property, or injury to or death of any person arising out of Grantee's use of or operations or activities conducted in, on, over, upon and across the TCE Area, and/or the exercise of the rights under this Temporary Easement Deed by Grantee, including any damage to or interruption of use of Grantee's equipment, except claims arising from willful misconduct or negligence of District and/or County, and their elected and appointed officials, officers, agents, employees, contractors and/or subcontractors.

Subject to Section 7 below governing liability for hazardous or toxic materials, Grantee hereby agrees to indemnify, defend (with counsel approved in writing by District and/or County, as applicable), and hold harmless, District and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, costs and expenses or liability for injury to or death of any persons, or loss of or damage to any property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the TCE Area and/or the exercise of the rights under this Temporary Easement by Grantee, its agents, officers, employees, invitees or licensees, except for liability arising out of any act, omission, willful misconduct or negligent acts of District, and/or County, their elected and appointed officials, officers, agents, employees, contractors and/or subcontractors including the costs of defense of any lawsuit arising therefrom. If District and/or County is/are named as co-defendant(s) in a lawsuit, Grantee shall notify Director of such fact and shall represent District/County in such legal action unless District/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, Grantee shall pay to District/County its/their litigation costs, expenses, and attorneys' fees. If judgment is entered against District/County and Grantee by a court of competent jurisdiction because of the concurrent active negligence of District/County and Grantee, District and Grantee agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

## 7. LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS

Grantee or Grantee's employees, agents, independent contractors or invitees ("**Grantee Parties**") shall not cause or permit any "**Hazardous Material**," as hereinafter defined, to be brought upon, kept, stored used, generated, released into the environment or disposed of, on, under, from, in on or about the TCE Area. Notwithstanding the foregoing, Grantee or Grantee Parties may use or keep small quantities of Hazardous Materials on the TCE Area that are used in the ordinary, customary and lawful construction operations conducted on the TCE Area. If Grantee or Grantee Parties breach(es) the obligations stated herein, or if contamination of the TCE Area by Hazardous Material otherwise occurs for which Grantee is legally liable to District for damage resulting therefrom, then Grantee shall indemnify, defend with counsel approved in writing by District and/or County, as applicable, and hold harmless, District and/or County, and their 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 TCE 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 TCE Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by District 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 having been introduced, placed or released by Grantee, and therefore being present in the soil or ground water under the TCE Area. Grantee shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the TCE 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, except in an emergency situation where Grantee shall notify the District in accordance with procedures outlined in the OCPW Permit.

Notwithstanding the above, the Parties agree that this Temporary Easement does not require that Grantee indemnify, defend with counsel approved in writing by District and/or County, as applicable, and hold harmless, District and/or County, and their elected or appointed officials, officers, agents, and employees for any and all claims, losses, demands, damages, and expenses or liability for injury to or death of any persons, or loss of or damage to any property arising out (i) the storage, generation, release, handling, treatment, transportation, disposal, or arrangement for transportation or disposal, of any Hazardous Material by District and/or County or their elected and appointed officials, officers, agents, employees, contractors or subcontractors, or (ii) the presence or release of Hazardous Material on, under, from or in the TCE Area as of the date that Grantee begins to use the TCE Area.

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, the County, the state of California, or the United States government.

## 8. CONVEYANCE SUBJECT TO EXISTING INTERESTS

This Temporary Easement is nonexclusive and accepted "**AS-IS, WHERE-IS, WITH ALL FAULTS**," subject to existing contracts, leases, licenses, easements, encumbrances and claims of record or of which District has knowledge and has provided notice of or has provided copies to Buyer to the extent that the District has such copies in its possession or control, which may affect the TCE 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 the rights in the TCE Area which exceed those owned by District, or any representation or warranty, either express or implied, relating to the nature or condition of the TCE Area or District's interest therein.

**9. NOTICES**

All notices, documents, correspondence and communications concerning this Temporary Easement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by giving five (5) days prior written notice. Any notice properly addressed shall be deemed received (i) on the date delivered personally from one to the other party or by messenger or courier thereof; (ii) three (3) Business Days after being mailed by the United States mailing, postage prepaid, or (iii) on the date of delivery by any nationally recognized overnight delivery/courier service which delivers to the noticed destination and provides proof of delivery to the sender. The term “**Business Days**” used herein means any days other than Saturday, Sunday, California state or national holidays or other days on which commercial banks in California are generally not open for business.

To DISTRICT:

Orange County Flood Control District  
c/o CEO Real Estate  
P.O. Box 4048  
Santa Ana, CA 92702-4048

To GRANTEE:

Orange County Sanitation District  
10844 Ellis Avenue  
Fountain Valley, CA 92708  
Attn: Clerk of the Board

**10. VENUE**

The Parties hereto agree that this Temporary Easement 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 Temporary Easement, 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.

**11. WAIVER OF RIGHTS** The failure of District to insist upon strict performance of any of the terms, covenants or conditions of this Temporary Easement shall not be deemed a waiver of any right or remedy that District 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 Temporary Easement thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the Temporary Easement.

**12. SEVERABILITY**

If any term, covenant, condition, or provision of this Temporary 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.

**13. ATTORNEYS’ FEES**

In any action, proceeding or arbitration arising out of or relating to this Temporary Easement is commenced by either Party to this Agreement, each Party shall bear its own costs including all attorneys’ fees, witness and litigation costs, and expenses incurred in the action, proceeding, or arbitration.

**14. SUCCESSORS AND ASSIGNS**

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



**15. AUTHORITY**

Each Party hereto represents and warrants to the other Party that the person signing this Temporary Easement Deed has all requisite power and authority to execute and deliver this Temporary Easement Deed for such Party and that this Temporary Easement Deed, when so executed and delivered, will be a binding obligation of, and enforceable against, such Party in accordance with its terms.

**16. RECORDATION**

The Parties agree this Temporary Easement Deed may be recorded by Grantee. If recorded, Grantor may, upon the expiration of this Temporary Easement, record in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Temporary Easement Deed from title. The Parties intend this Temporary Easement to be removed from title prior to any permanent easement conveyance from the District to Grantee for the New Pump Station operations on District-owned property. Any costs or fees associated with recordation of this Temporary Easement shall be sole the responsibility of the Grantee.

**17. NO THIRD-PARTY BENEFICIARIES**

This Temporary Easement Deed is entered into by and for District and Grantee, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

Approved as to Form  
Office of the County Counsel  
Orange County, California

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

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

**DISTRICT**

ORANGE COUNTY FLOOD CONTROL DISTRICT

By: \_\_\_\_\_  
Chairman of the Board of Supervisors  
County of Orange, California

*GRANTEE'S signature appears on following page.*

**GRANTEE**

Approved as to Form:

ORANGE COUNTY SANITATION DISTRICT,  
a public body

By: \_\_\_\_\_  
Pamela J. Privett  
Alston & Bird LLP

By: \_\_\_\_\_  
Chad P. Wanke  
Chairman, Board of Directors

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

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

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

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

On \_\_\_\_\_, 20 \_\_\_\_ before me, \_\_\_\_\_, personally  
(Insert name of Notary Public & title)  
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 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.

Signature \_\_\_\_\_

(Seal)

**Exhibit A**  
**Description of TCE Area**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**(C07-251.1)**

THAT PORTION OF THE NORTH HALF OF SECTION 21, T.5S., R.11W., IN THE RANCHO LA BOLSA CHICA PER MAP RECORDED IN BOOK 51 PAGE 13 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER FOR ORANGE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE MOST NORTHEASTERLY CORNER OF LOT 20, TRACT NO. 3657 FILED IN BOOK 134 PAGES 21-25 MAPS IN THE OFFICE OF ORANGE COUNTY RECORDER ALSO BEING THE EASTERLY TRACT LINE OF TRACT 3657 THENCE CONTINUING ALONG SAID EASTERLY TRACT LINE SOUTH 00°42'13" EAST 130.00 TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID TRACT LINE NORTH 89°38'45" EAST 75.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GRAHAM STREET (30 FOOT HALF STREET); THENCE ALONG SAID WESTERLY RIGHT OF WAY OF GRAHAM STREET SOUTH 00°42'13" EAST 1173.50 FEET TO A POINT AT THE INTERSECTION OF SAID GRAHAM STREET WESTERLY RIGHT OF WAY AND THE NORTHERLY TRACT LINE OF TRACT 3508, FILED IN BOOK 132 MAPS PAGE 41-42 IN THE OFFICE OF THE ORANGE COUNTY RECORDER THENCE ALONG SAID NORTHERLY TRACT LINE SOUTH 89°36'20" WEST 150.81 FEET; THENCE LEAVING SAID NORTHERLY TRACT LINE, NORTH 00°23'40" WEST 20.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 130.00 FEET AND A DELTA OF 90°18'33" THENCE ALONG SAID CURVE 204.90 FEET IN A NORTHEASTELY DIRECTION TO THE END OF SAID CURVE; THENCE ON A TANGENT LINE NORTH 00°42'13" WEST 962.81 FEET; THENCE SOUTH 89°38'45" WEST 55.00 FEET TO THE EASTERLY TRACT LINE OF SAID TRACT 3657; THENCE CONTINUING ALONG SAID EASTERLY TRACT LINE NORTH 00°42'13" WEST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION INCLUDED WITHIN LOT A OF SAID TRACT NO. 3508.

**CONTAINING:** 31,833 SF (MORE OR LESS)

**EXHIBIT "B":** ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

**END DESCRIPTION**

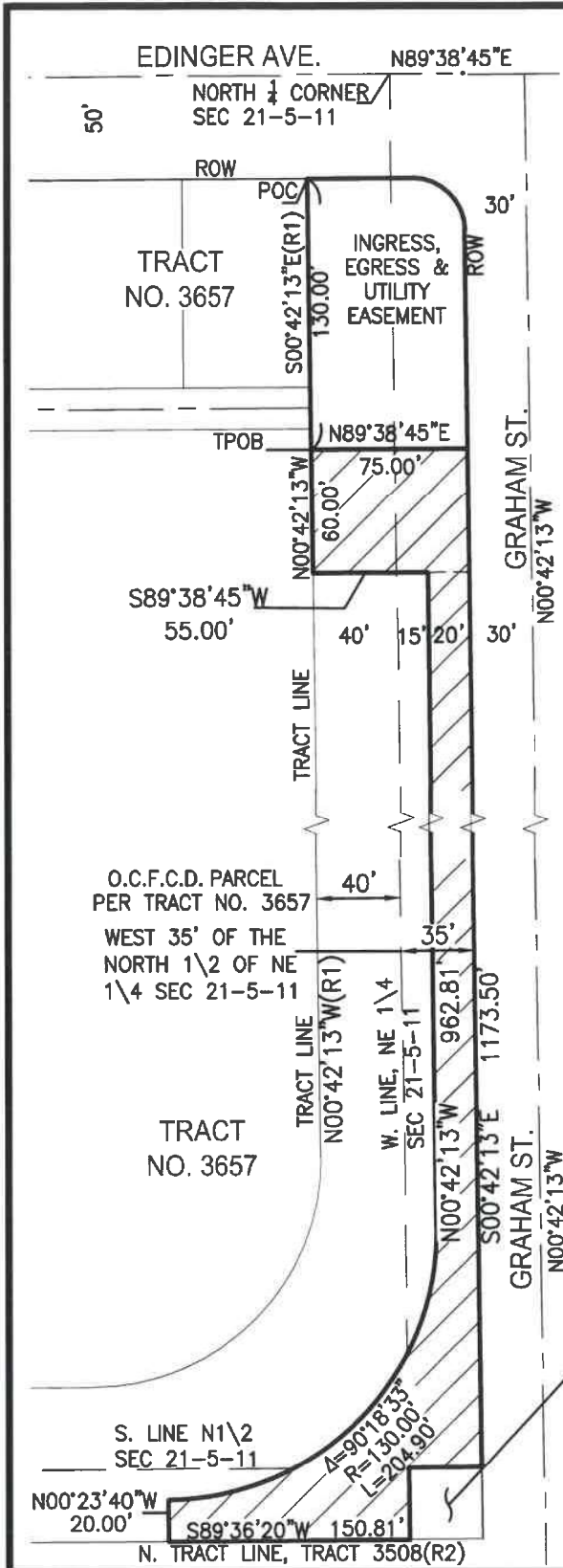
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

Aaron Tillmanns                      11/29/21  
Aaron Tillmanns                      DATE  
L.S. NO. 9584




**Exhibit B**  
**Depiction of TCE Area**

# EXHIBIT "B"



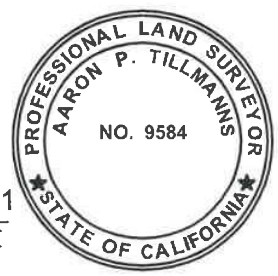
## LEGEND

- CL CENTERLINE
- TPOB TRUE POINT OF BEGINNING
- ROW RIGHT OF WAY
-  TEMPORARY CONSTRUCTION EASEMENT AREA (31,833 SQ.FT. MORE OR LESS)


## REFERENCES

- (R1) TRACT MAP NO. 3657 BK 134 MAPS PG 21-25
- (R2) TRACT MAP NO. 3508 BK 132 MAPS PG 41-42

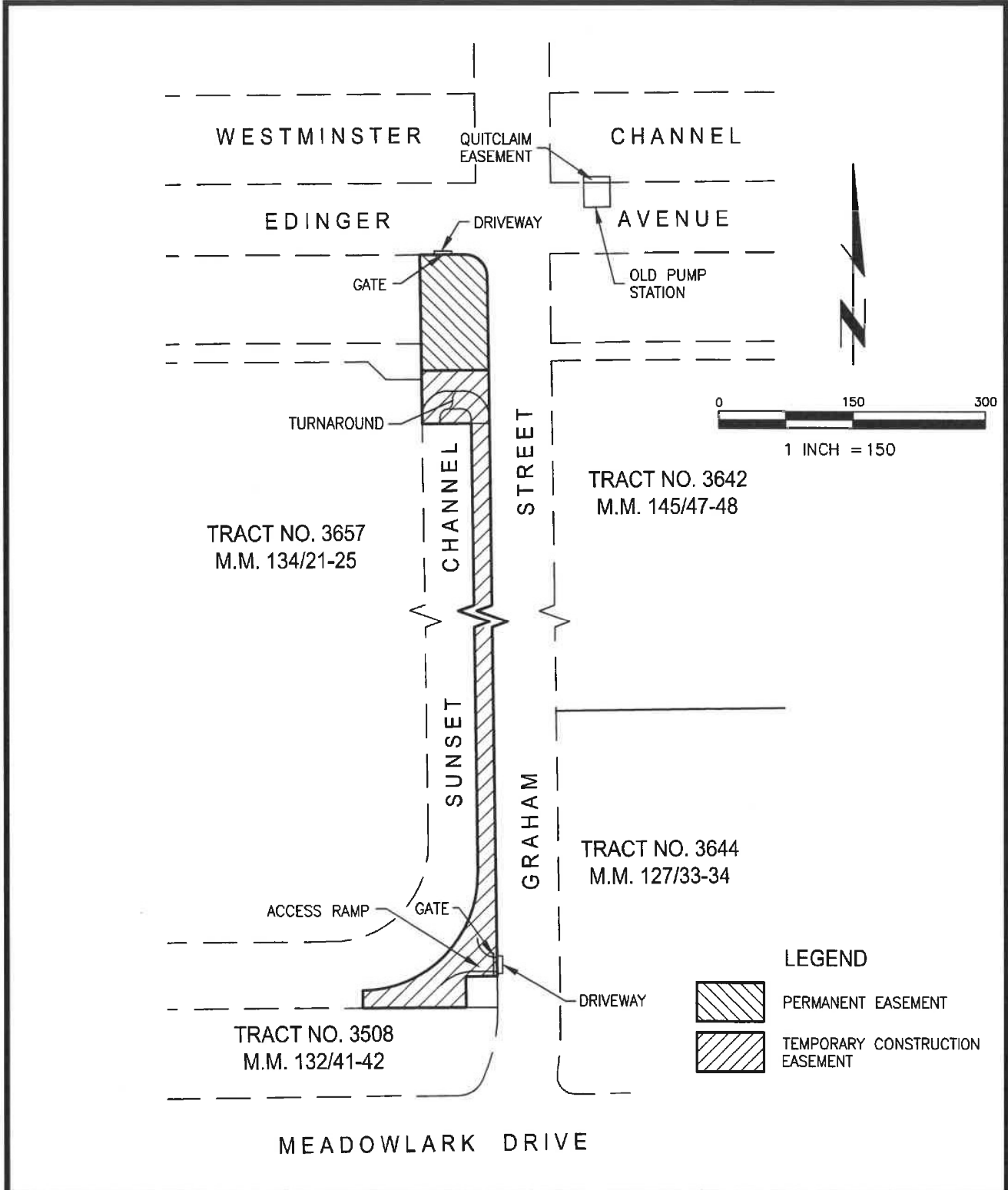
35'x35' LOT A, TRACT NO. 3508 IS NOT A PART OF OCFCD OWNERSHIP (CITY OF H.B., PER TRACT NO. 3508)



*Aaron Tillmanns* 11/29/21  
 AARON TILLMANN'S DATE  
 L.S. NO. 9584

PREPARED FOR:	PREPARED BY:	JOB # 210656
ORANGE COUNTY SANITATION DISTRICT	 <b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering · Planning · Surveying	TEMPORARY CONSTRUCTION EASEMENT
		DRAWN BY: JB SCALE: 1" = 80'

**Exhibit C**  
**Additional Work Items**



PREPARED FOR:	PREPARED BY:	JOB # 210656
<b>ORANGE COUNTY SANITATION DISTRICT</b>	<b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying	LOCATION OF ADDITIONAL WORK ITEMS
		DRAWN BY: APT



**ATTACHMENT D TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

FORM OF TCE QUITCLAIM

*[See attached]*

**WHEN RECORDED, MAIL TO:**

Orange County Flood Control District  
County Executive Office  
c/o: Real Estate Services  
400 W. Civic Center Drive, 5th Floor  
Santa Ana, California 92701  
Attn: Infrastructure

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

This is to certify that this document is exempt  
From recording fees per Govt. Code Sec. 27383  
and is exempt from Document Transfer Tax per  
Rev. & Taxation Code Section 11922.

A.P.N.: \_\_\_\_\_  
Project Location: Sunset Channel  
 Unincorporated Area  
 Incorporated, City of Huntington Beach

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby  
acknowledged, the ORANGE COUNTY SANITATION DISTRICT, a public body ("**Grantor**"),  
does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to ORANGE COUNTY  
FLOOD CONTROL DISTRICT ("**Grantee**") any and all right, title or interest that Grantor has  
or may have in and to that real property conveyed in the Temporary Construction Easement  
recorded on \_\_\_\_\_, 2022 as Document Number \_\_\_\_\_ in the office of  
the County Recorder of Orange County California

IN WITNESS WHEREOF, this instrument has been executed on \_\_\_\_\_, 2022.

ORANGE COUNTY SANITATION  
DISTRICT,  
a public body

\_\_\_\_\_

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 \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Orange County, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, pursuant to authority conferred by \_\_\_\_\_ of the said Board of Supervisors, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL  
DISTRICT

Dated \_\_\_\_\_

By \_\_\_\_\_

Director

\_\_\_\_\_,

Per Minute Order dated \_\_\_\_\_, 20\_\_

Approved as to form:  
County Counsel

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

Deputy:

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

**ATTACHMENT E TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

FORM OF QUITCLAIM DEED

**WHEN RECORDED, MAIL TO:**

Orange County Flood Control District  
County Executive Office  
c/o: Real Estate Services  
400 W. Civic Center Drive, 5th Floor  
Santa Ana, California 92701  
Attn: Infrastructure

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

This is to certify that this document is exempt  
From recording fees per Govt. Code Sec. 27383  
and is exempt from Document Transfer Tax per  
Rev. & Taxation Code Section 11922.

A.P.N.: \_\_\_\_\_  
Project Location: Westminster Channel  
 Unincorporated Area  
 Incorporated, City of Huntington Beach

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, the ORANGE COUNTY SANITATION DISTRICT, a public body ("**Grantor**"), does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to ORANGE COUNTY FLOOD CONTROL DISTRICT ("**Grantee**") any and all right, title or interest that Grantor has or may have in and to that real property described in Attachment 1 and depicted in Attachment 2 attached hereto and by the reference made a part hereof.

IN WITNESS WHEREOF, this instrument has been executed on \_\_\_\_\_, 202\_.

ORANGE COUNTY SANITATION DISTRICT,  
a public body

\_\_\_\_\_  
Chad P. Wanke  
Board of Chairman

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 \_\_\_\_\_, 2022, before me, \_\_\_\_\_, a 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of Orange County, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, pursuant to authority conferred by \_\_\_\_\_ of the said Board of Supervisors, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

ORANGE COUNTY FLOOD CONTROL DISTRICT

Dated \_\_\_\_\_

By \_\_\_\_\_, Director  
Per Minute Order dated \_\_\_\_\_, 20\_\_

Approved as to form:  
County Counsel

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

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



**ATTACHMENT 1 TO QUITCLAIM DEED**

# EXHIBIT A

A STRIP OF LAND, 6 FEET IN WIDTH, BEING A PORTION OF PARCEL 2C, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS CONVEYED TO THE ORANGE COUNTY FLOOD CONTROL DISTRICT BY DEED RECORDED IN BOOK 2518, PAGE 408 OF OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF EDINGER AVENUE AND GRAHAM STREET, AS SHOWN ON TRACT NO. 7913 RECORDED IN BOOK 309 PAGES 32 THROUGH 33 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 89°38'46" EAST 125.25 FEET ALONG THE CENTERLINE OF SAID EDINGER AVENUE; THENCE PERPENDICULAR TO SAID CENTERLINE NORTH 00°21'14" WEST 30.00 FEET TO THE SOUTH LINE OF SAID PARCEL 2C, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°21'14" WEST 6.00 FEET TO A LINE PARALLEL WITH AND 6.00 FEET NORTH OF SAID SOUTH LINE; THENCE NORTH 89°38'46" EAST 31.00 FEET ALONG SAID PARALLEL LINE; THENCE PERPENDICULAR TO SAID LINE SOUTH 00°21'14" EAST 6.00 FEET TO THE SOUTH LINE OF SAID PARCEL 2C; THENCE SOUTH 89°38'46" WEST 31.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 186.00 SQUARE FEET

AS SHOWN ON EXHIBIT B, ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

*Aaron Tillmanns*

03/14/2022

AARON P. TILLMANNS  
P.L.S. 9584



PREPARED FOR:

ORANGE COUNTY  
SANITATION DISTRICT

PREPARED BY:

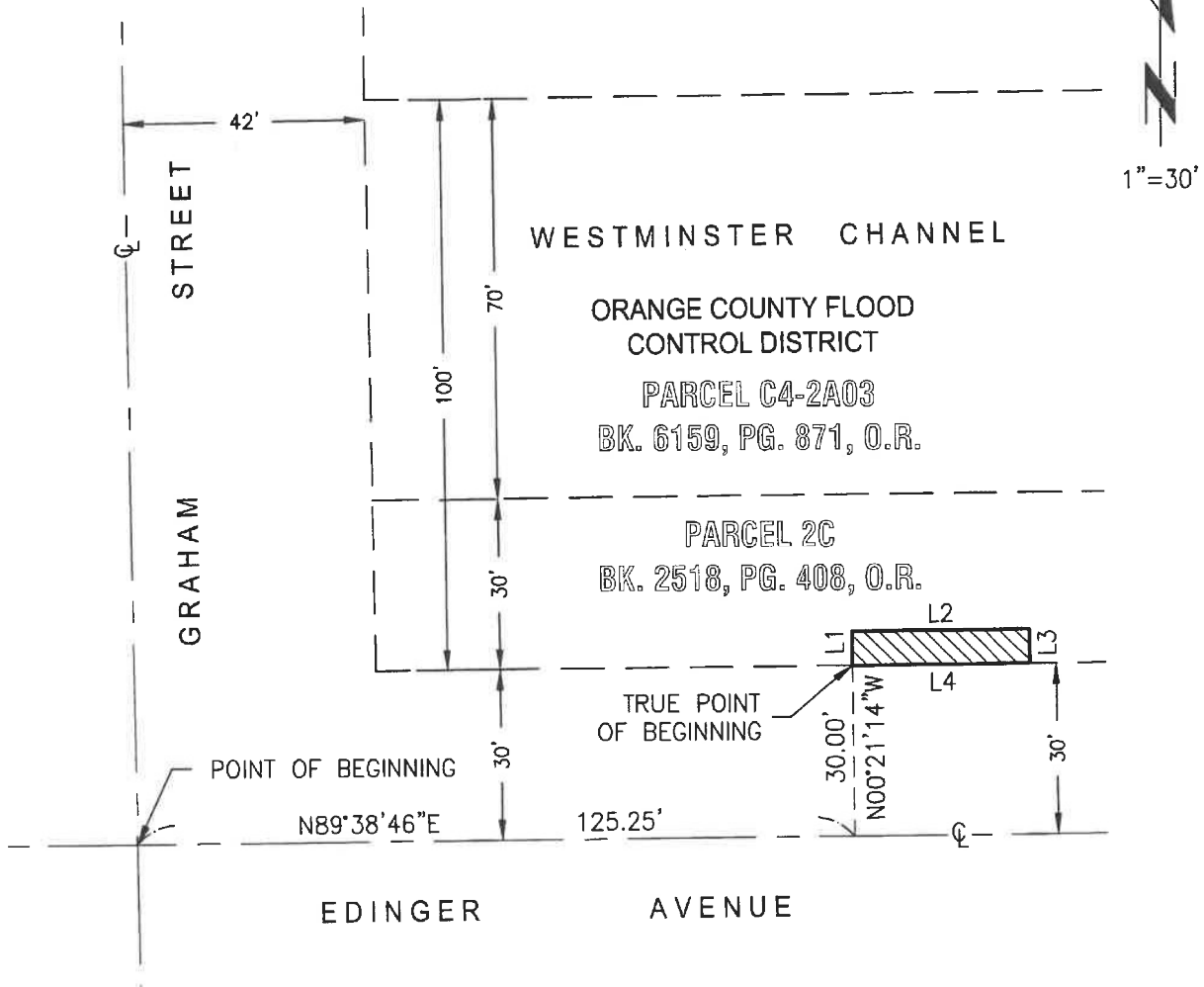
JOB # 210656

**Cannon**

16842 VON KARMAN AVENUE SUITE 150  
IRVINE, CALIFORNIA 92606 (949) 753-8111  
Civil Engineering • Planning • Surveying

**ATTACHMENT 2 TO QUITCLAIM DEED**

# EXHIBIT B



### LEGEND



QUITCLAIM LOCATION

*Aaron Tillmanns* 03/14/2022  
 AARON P. TILLMANNNS  
 P.L.S. 9584



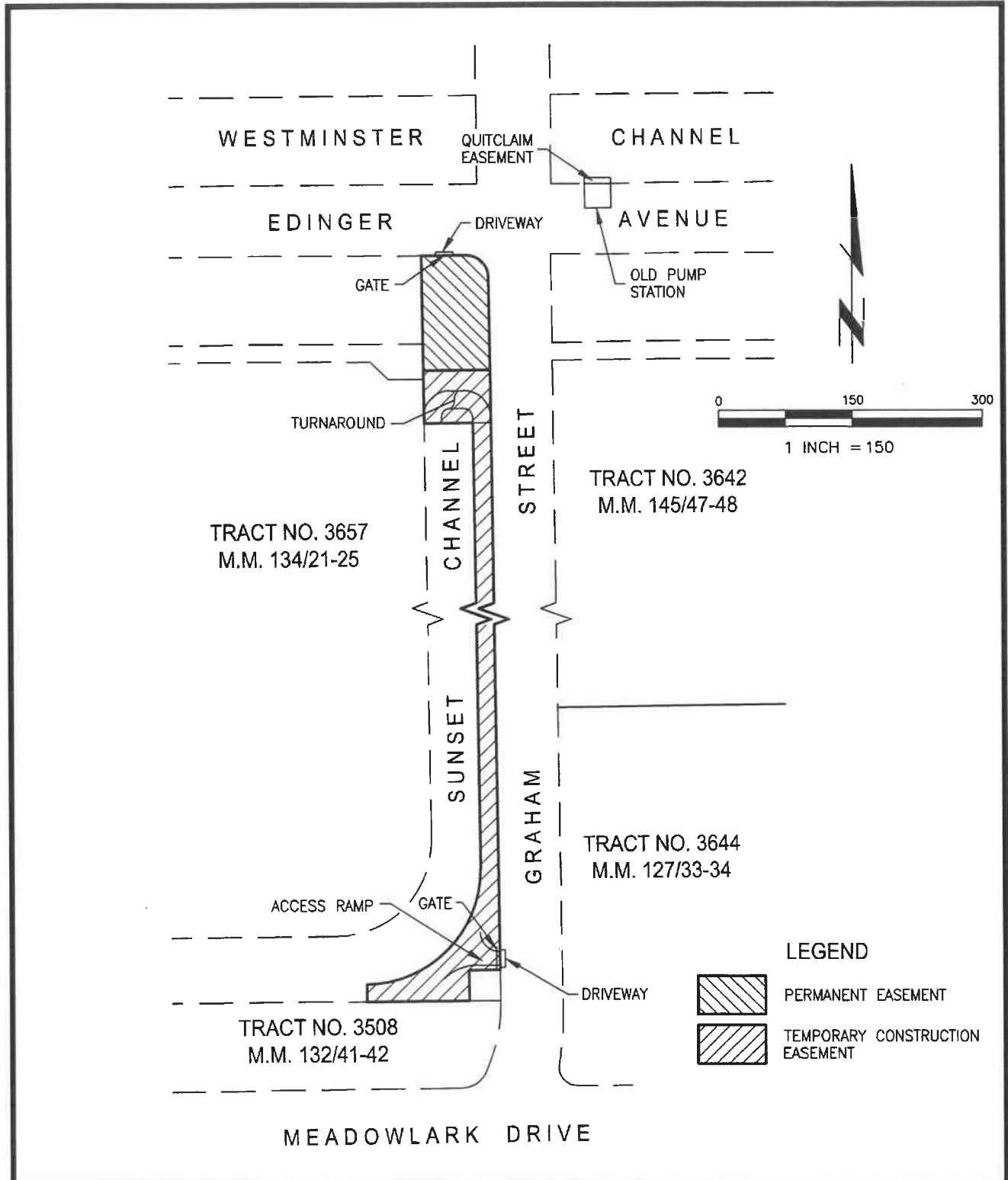
Line Table		
Line #	Direction	Length
L1	N00°21'14"W	6.00'
L2	N89°38'46"E	31.00'
L3	S00°21'14"E	6.00'
L4	S89°38'46"W	31.00'

PREPARED FOR:	PREPARED BY:	JOB # 210656
<b>ORANGE COUNTY SANITATION DISTRICT</b>	<b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying	

**ATTACHMENT F TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT  
AGREEMENT**

LOCATION OF ADDITIONAL WORK ITEMS

*[See attached]*



PREPARED FOR:	PREPARED BY:	JOB # 210656
ORANGE COUNTY SANITATION DISTRICT	<b>Cannon</b> 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying	LOCATION OF ADDITIONAL WORK ITEMS
		DRAWN BY: APT      SCALE: 1" = 150'