

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 (“**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**”).

- 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 for the TCE (“**TCE Quitclaim**”) attached hereto as Exhibit D, which District Shall record at the expiration of the TCE period.
- F. Once the New Pump Station is complete and fully operational, 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**”), which are known and in the District’s possession, 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, TCE, Quitclaim

Deed and the 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 copy of the District-executed TCE, substantially in the form attached hereto as **Attachment C and acceptance and acknowledgment of the TCE Quitclaim** substantially in the form attached hereto as **Attachment D**.

c. Within five (5) business days of closure of all related OCPW encroachment permit(s) associated with Buyer's completion of the New Pump Station and removal of the Old Pump Station, District shall furnish to Buyer conformed copies of the recorded Easement Deed and the recorded Quitclaim Deed, each substantially in the form attached hereto as **Attachments B and E**, with recordation of the Easement Deed occurring prior to the Quitclaim Deed.

d. After expiration TCE term, District will record the TCE Quitclaim substantially in the form attached hereto as **Attachment D**

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	\$32,907

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 TCE 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 Conveyance Documents 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 Following the Encroachment Permit Process and upon the close out all encroachment permit(s) necessary for the Rehabilitation Project, 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 promptly following its recordation.

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 Close out of all Encroachment Permits for the Rehabilitation Project, and District shall thereafter cause the TCE Quitclaim 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 TCE Quitclaim promptly following its recordation.

5.3 After the New Pump Station is complete and fully operational, 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, 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 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 E 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 Conveyance Documents, 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 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 Project related encroachment permit(s) obtained through the Encroachment Permit Process, 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

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Deputy

Date: _____

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: _____

Name: _____

Title: Alston & Bird LLP

Attest:

By: _____

Name: _____

Title: Clerk of the Board, Board of
Directors

BUYER:

ORANGE COUNTY SANITATION
DISTRICT,
a public body

By: _____

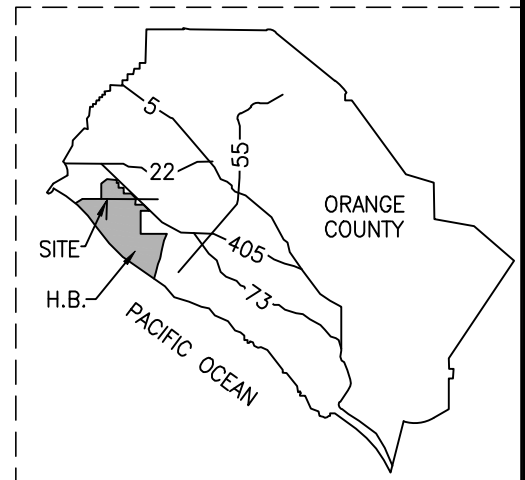
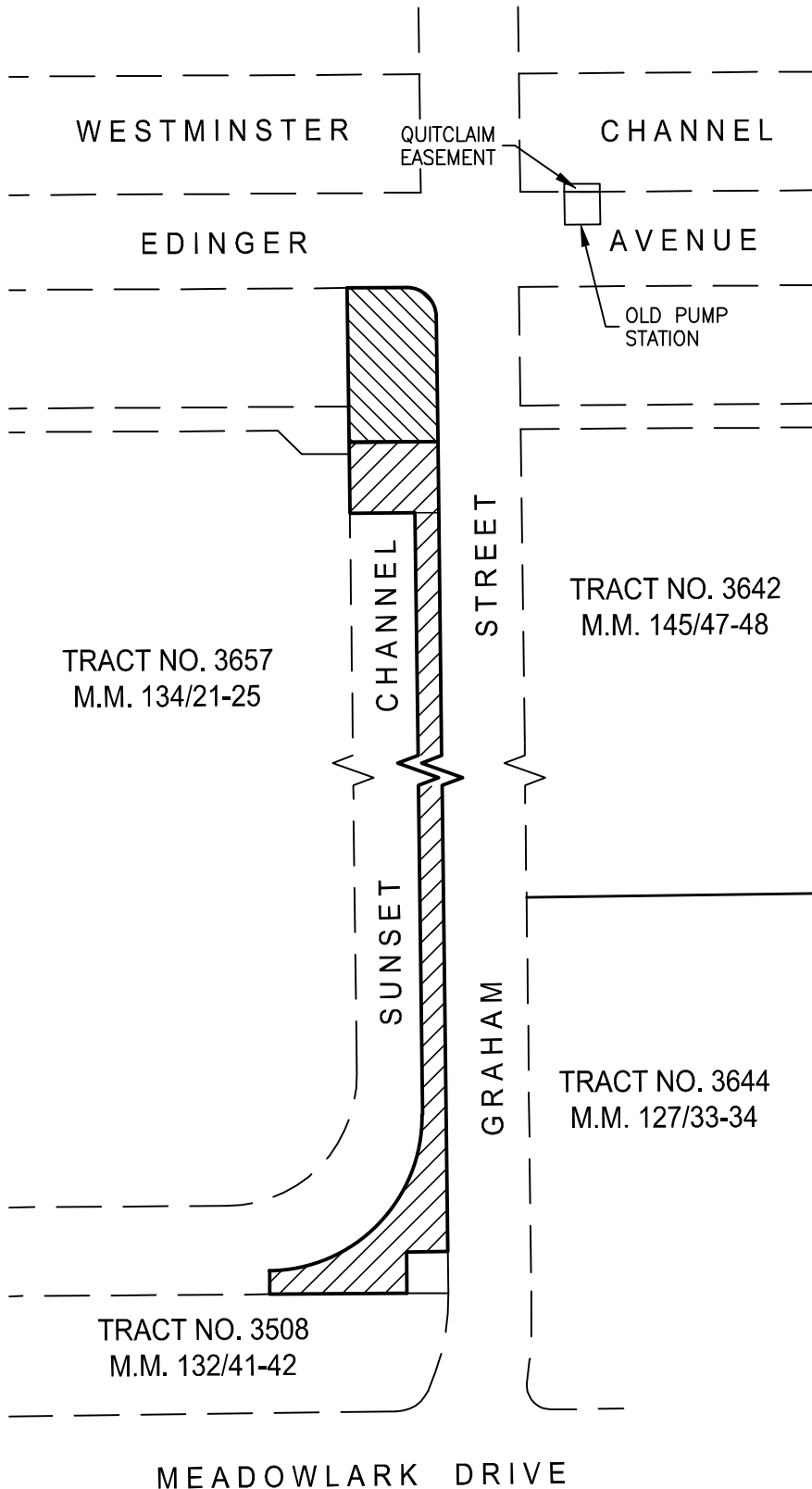
Name: _____

Title: Chair, Board of Directors

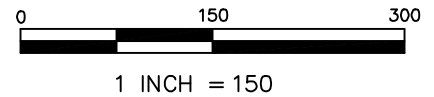
**ATTACHMENT A TO PURCHASE, SALE AND REPLACEMENT OF EASEMENT
AGREEMENT**

LOCATION MAP

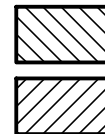
[See attached]



VICINITY MAP
NOT TO SCALE



LEGEND



PERMANENT EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

PREPARED FOR:

PREPARED BY:

JOB # 210656

**ORANGE COUNTY
SANITATION DISTRICT**

Cannon

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

LOCATION MAP

DRAWN BY: APT

SCALE: 1" = 150'

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

FORM OF EASEMENT DEED

[See attached]

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)

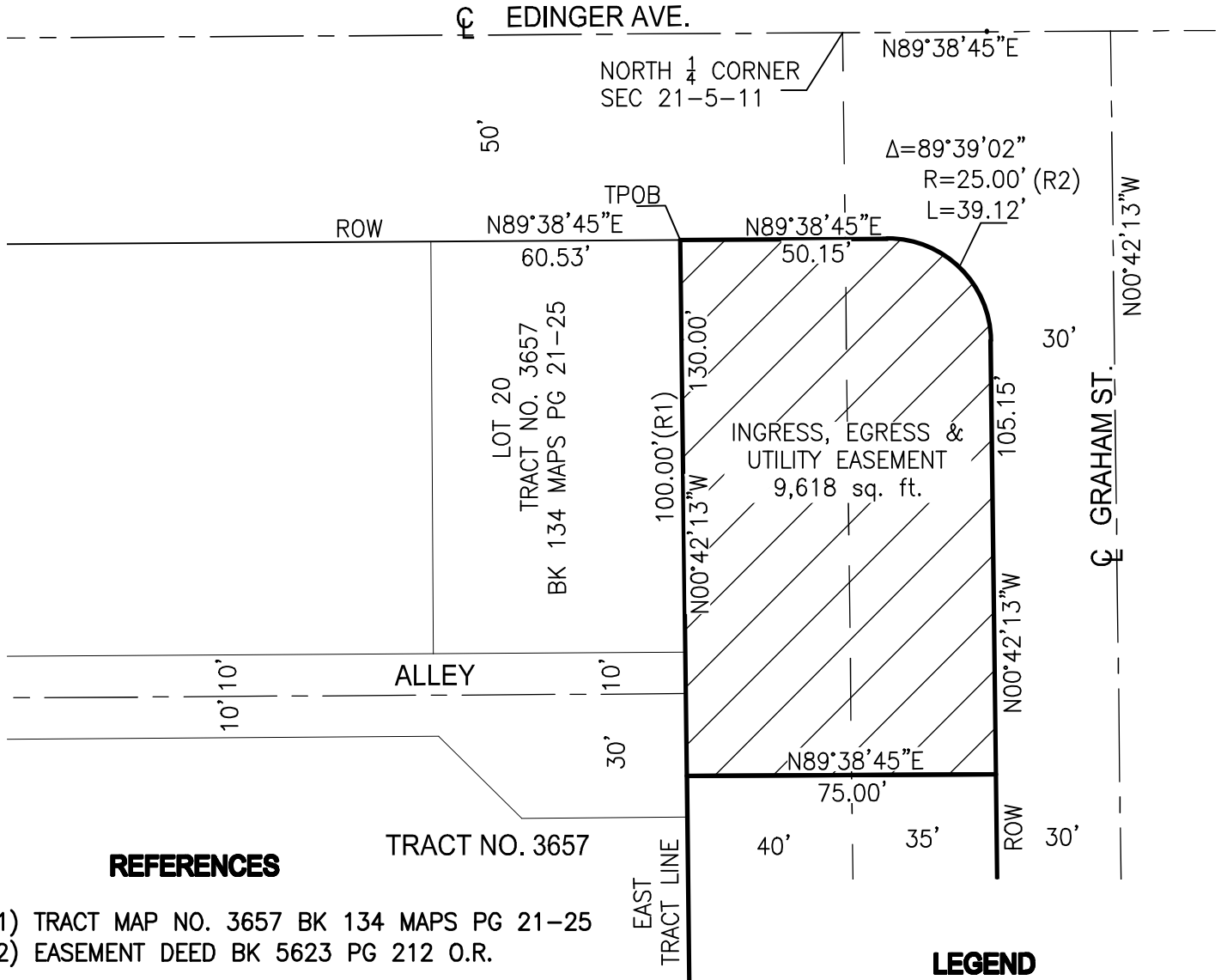
EXHIBIT "B": ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

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"

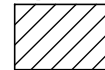


REFERENCES

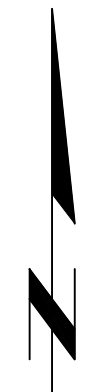
- (R1) TRACT MAP NO. 3657 BK 134 MAPS PG 21-25
 (R2) EASEMENT DEED BK 5623 PG 212 O.R.

LEGEND

CL
 TPOB
 ROW



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



1"=40'

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



PREPARED FOR:

ORANGE COUNTY
 SANITATION DISTRICT

PREPARED BY:



Cannon

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

JOB # 210656

PERMANENT EASEMENT SW
 CORNER OF EDINGER AVE.
 AND GRAHAM ST.

DRAWN BY: JB

SCALE: 1" = 40'

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

FORM OF TEMPORARY EASEMENT DEED

[See attached]

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 NORTHEASTLY 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.

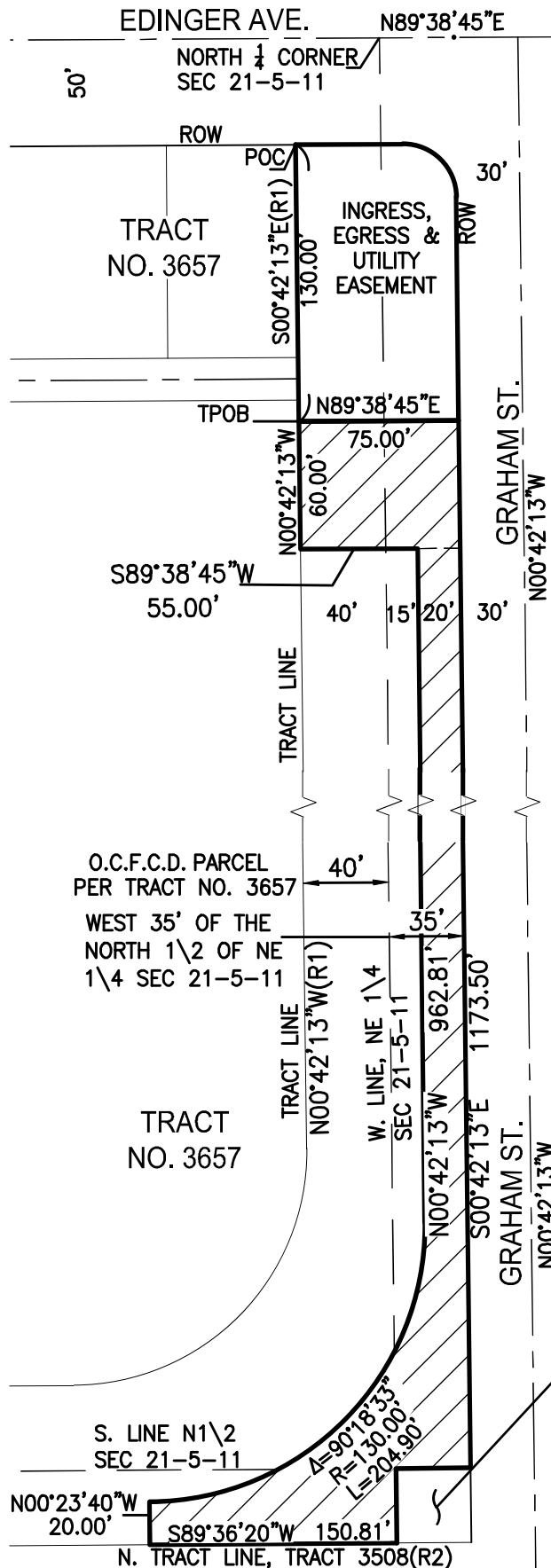
Aaron Tillmanns

Aaron Tillmanns
L.S. NO. 9584

11/29/21
DATE



EXHIBIT "B"



LEGEND



CL
TPOB
ROW
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
L.S. NO. 9584



PREPARED FOR:	PREPARED BY:	JOB # 210656
ORANGE COUNTY SANITATION DISTRICT	 Cannon 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'

**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: 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 _____, 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

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

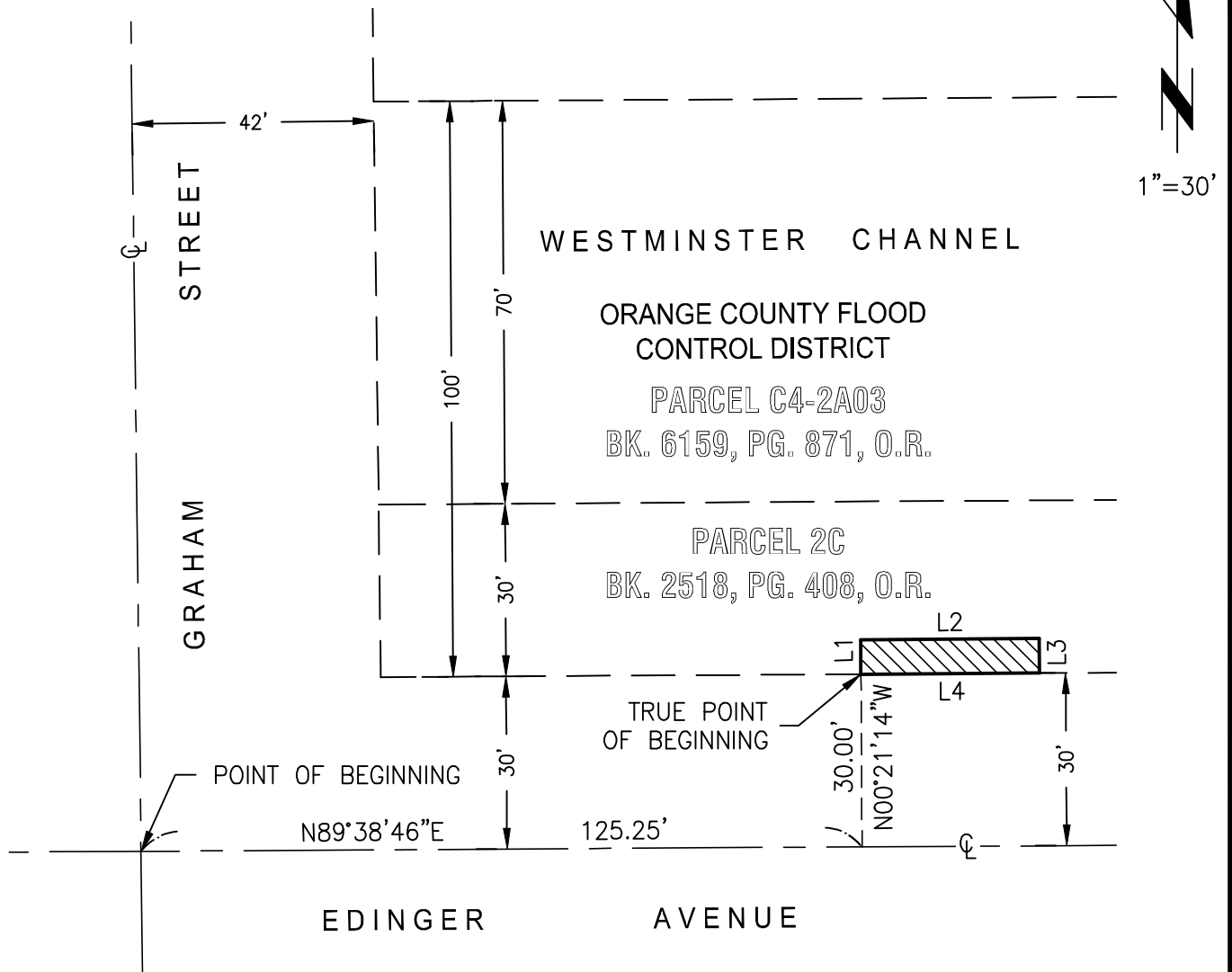
03/14/2022

AARON P. TILLMANNS
P.L.S. 9584

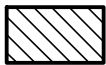


PREPARED FOR:	PREPARED BY: JOB # 210656
ORANGE COUNTY SANITATION DISTRICT	Cannon 16842 VON KARMAN AVENUE SUITE 150 IRVINE, CALIFORNIA 92606 (949) 753-8111 Civil Engineering • Planning • Surveying

EXHIBIT B



LEGEND



QUITCLAIM LOCATION

Aaron Tillmanns

03/14/2022

AARON P. TILLMANNS
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

**ORANGE COUNTY
SANITATION DISTRICT**

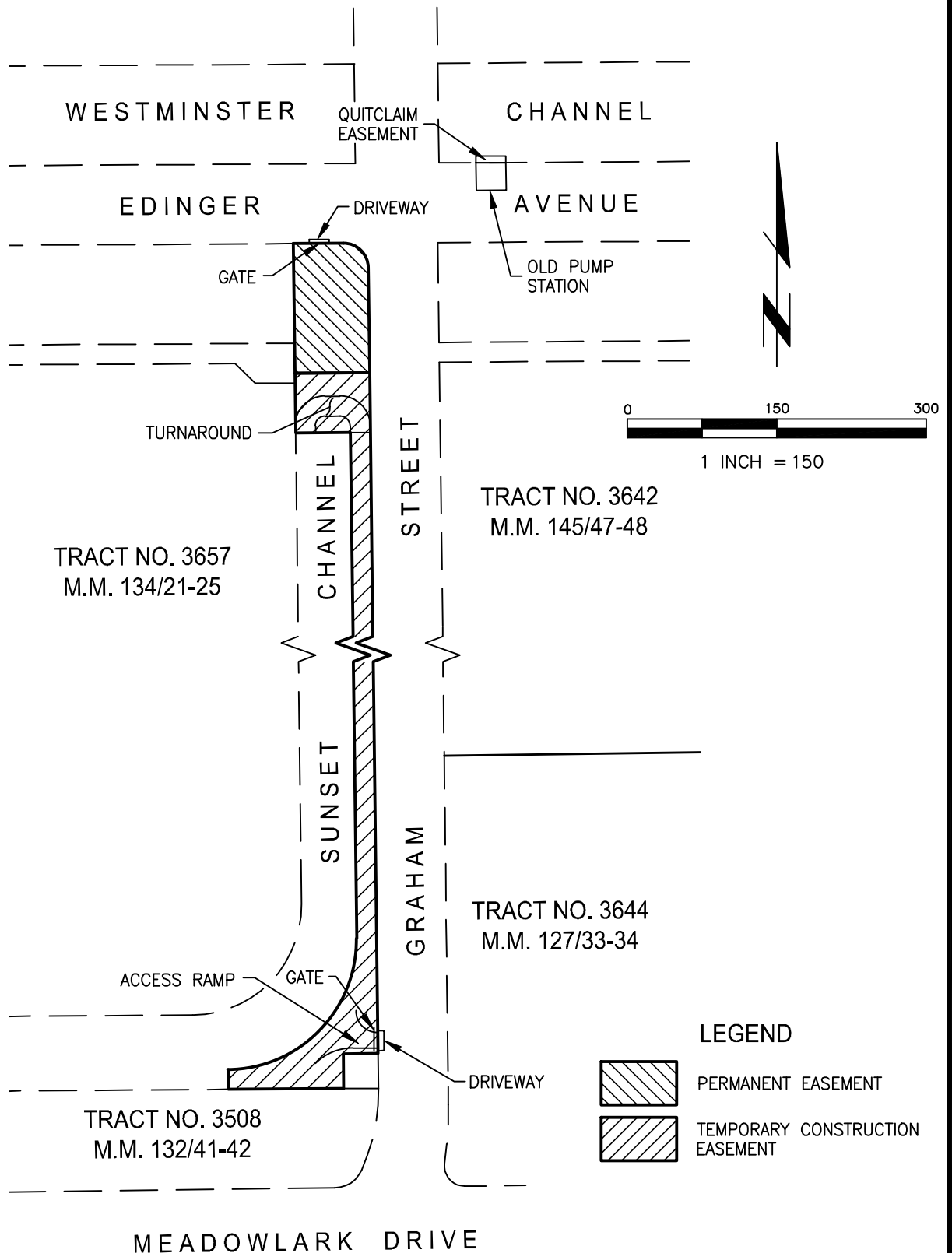
Cannon

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	Cannon 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'