

OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

THIS OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY ("**Agreement**") is made _____, 2026 by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, ("**DISTRICT**") and CITY OF ANAHEIM, a municipal corporation, ("**BUYER**").

RECITALS

- A. DISTRICT owns the real property identified on DISTRICT records as Parcel R1752 & R1752.1, (the "**Property**") described in and shown on the easement deeds ("**Easement Deeds**") attached hereto as **Attachments 1 & 2**, and by this reference made a part hereof.
- B. BUYER has offered to purchase the Easement Deeds related to the Property from DISTRICT for Fifty-Five Thousand Dollars (\$55,000) in order to facilitate BUYER's Orangewood Avenue Bridge Project.
- C. DISTRICT is willing to sell BUYER the Easement Deeds subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained DISTRICT and BUYER agree as follows:

- 1. The terms described hereinabove in the Recitals are incorporated herein by this reference.
- 2. DISTRICT:
 - A. Accepts BUYER'S offer to purchase the two subject Easement Deeds related to the Property for Fifty-Five Thousand Dollars (\$55,000) which amount is hereinafter referred to as "**Purchase Price**."
 - B. Shall execute and acknowledge both Easement Deeds in the forms attached hereto conveying certain rights set forth in each Easement Deed to BUYER, within ten (10) days after execution of this Agreement by DISTRICT and BUYER and after receipt of the Purchase Price from BUYER;
 - C. Shall deliver the executed Easement Deeds to BUYER upon the Purchase Price clearing DISTRICT's account as specified in paragraph 3A below and completion of the terms and conditions of the OC Public Works, County Permit #FE26-0031 ("**Permit**").
 - D. Makes no warranties or representations whatsoever with regard to the quality of the Easement Deeds related to the Property or the fitness of the Property for a particular purpose; and
 - E. Shall provide no title insurance in this transaction.
- 3. BUYER:
 - A. Shall, in consideration of this Agreement deliver the Purchase Price to County Executive

Office/Real Estate Services upon BUYER'S receipt of the fully executed version of this Agreement;

- B. Shall accept, and record the Easement Deeds at the Office of the Orange County Recorder, and shall immediately thereafter provide County Executive Office/Real Estate Services with a conformed copy of the Easement Deeds; and
 - C. Shall accept the Easement Deeds related to the Property "as is" subject to all matters affecting the Property whether recorded or unrecorded known or unknown.
4. All documents, correspondence, and communications concerning this transaction shall be directed as follows:

To DISTRICT:

Orange County Flood Control District
c/o County Executive Office/Real Estate Services
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701
Attn: Sergio Mora
Re: E01-R1752 & R1752.1

To BUYER:

City of Anaheim Public Works
200 South Anaheim Blvd., Suite 217
Anaheim, California 92805

City Clerk
City of Anaheim
200 South Anaheim Blvd., Suite 276
Anaheim, California 92805

5. This Agreement may be executed in one or more electronic or original counterparts, each of which when taken together shall constitute one original.

//

//

//

Signatures pages follow.

Attachment B

Project Facility/Parcel No.: E01-R1752 & R1752.1
Project Name: Orangewood Avenue Bridge Project / Santa Ana River Channel

BUYER and DISTRICT hereby agree with full knowledge of the terms and conditions contained herein.

Approved as to Form:
ROBERT FABELA, CITY ATTORNEY

By: Bryan Morley *KAT*
Print Name: Bryan Morley
Title: Deputy City Attorney
Date: 5/21/26

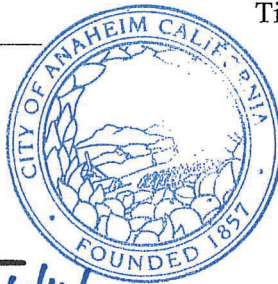
BUYER

City of Anaheim,
A municipal corporation

By: Rudy Emami
Print Name: RUDY EMAMI
Title: PUBLIC WORKS DIRECTOR

ATTEST:

By: Theresa Bass *6/10/26*
Theresa Bass, City Clerk



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

By: [Signature]
DocuSigned by:
Dep 1DA6A3370F5540C...

Date: 6/29/2026

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Chair 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

ATTACHMENTS 1 & 2 – EASEMENT DEEDS

Attachment B

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

City Clerk
City of Anaheim
P.O. Box 3222
Anaheim, CA 92803

THIS SPACE FOR RECORDER'S USE ONLY

Mail Tax Statements as shown above

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

- ☐ Unincorporated Area
☒ Incorporated - City of Orange

Facility/Parcel No: E01-R1752
Project Name: Orangewood Avenue Bridge Project /
Santa Ana River Channel

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

CITY OF ANAHEIM,
a municipal corporation,
hereinafter referred to as "**GRANTEE**," its, successor and assigns,

a non-exclusive easement for bridge, highway and utility purposes in, on, over, under, upon and across that certain real property in the City of Orange, County of Orange, State of California (hereinafter referred to as "**Easement Area**") described in "**Exhibit A**," and illustrated in "**Exhibit B**," which exhibits are attached hereto and by this reference made a part hereof. DISTRICT and GRANTEE, may sometimes hereinafter be individually referred to as "**Party**" or jointly as "**Parties**".

GRANTEE's rights shall include rights to construct, reconstruct, repair, replace, alter, inspect, install, reconfigure, observe, study, remove, operate and maintain a bridge, bridge piers, footings, debris nosing, a roadway, curbs, gutters, sidewalks, and the installation, maintenance and repair of municipal utility facilities related thereto (collectively "**GRANTEE's Facilities**" or if referencing only the municipal utility facilities "**GRANTEE's Utility Facilities**"), and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

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 easement deed ("**Easement Deed**") shall be subject to the following terms, conditions, and reservations:

1. CONSTRUCTION AND MAINTENANCE (PMES2.2S)

GRANTEE shall have all construction, excavation, maintenance and or demolition plans approved in writing by DISTRICT's Director OC Public Works, or designee, (hereinafter referred to as "**Director**"), such approval shall not be unreasonably withheld, through OC Public Works ("**OCPW**") County property encroachment permit process and shall obtain a County property permit (**CPP**) with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to commencement of any work in, on, over, upon or across the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion. Grantee shall perform all maintenance activities for GRANTEE's Facilities and shall do so at no cost to DISTRICT.

Director's approval of GRANTEE's construction and/or maintenance 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.

GRANTEE hereby acknowledges that the Easement Area lies within a portion of DISTRICT's flood control facility, commonly referred to as the Santa Ana River Channel (hereinafter "**the Channel**").

GRANTEE shall perform all construction and/or maintenance in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT.

Should it be necessary for GRANTEE to conduct any construction, demolition, inspection, repair, maintenance or other activities that may disturb the surface of the Easement Area or require the use of any specialized vehicles or equipment, including but not limited to haulers or cranes, subsequent to the completion of the initial installation of GRANTEE's Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain the Director's written approval of all plans, and obtain a CPP for any such activities with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to commencement of any such activities in, on, over, upon or across the Easement Area. The 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 the Director within five (5) days following commencement of any such emergency work, and if so, requested by the Director, GRANTEE shall secure a CPP for the purpose of documenting the emergency work.

In addition, GRANTEE shall condition third parties (e.g. permittees and/or franchisees) who seek to perform any construction, demolition, or other activities that may disturb the surface of the Easement Area or require the use of any specialized vehicles or equipment within the Easement Area, to obtain approval from the DISTRICT through the CPP process prior to commencement of performing said activities or placement of any facilities in, on, over, across or under within the Easement Area, which approval shall not be unreasonably withheld. GRANTEE agrees that rights or permits granted to third parties by reason of this clause shall contain provisions that such rights are subject to this Easement Deed, and that any such grants to third parties include a provision that requires the third party to obtain a CPP before performing any construction, demolition, or other activities that may disturb the surface of the Easement Area or require the use of any specialized vehicles or equipment within the Easement Area, with the understanding that such a CPP may contain reasonable conditions designed to ensure that said activities or placement of any facilities within the Easement Area do

Attachment B

not interfere with DISTRICT's use of the Easement Area and that the surface of the Easement Area, if disturbed, shall be restored in kind as nearly as practicable to its original condition upon the completion of said activity.

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's Facilities provided, however, that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by GRANTEE at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

GRANTEE shall, at no cost to DISTRICT, maintain Easement Area free of debris, graffiti and litter and shall maintain in good repair and in safe condition, all GRANTEE's Facilities constructed, used or placed upon the Easement Area by or on behalf of GRANTEE pursuant to this Easement Deed and further agrees to require any of its utility franchisees or other permittees to maintain in good repair and in safe condition, all equipment constructed, used or placed upon or within the Easement Area, at no cost to DISTRICT.

GRANTEE hereby acknowledges that the bridge piers, footings and debris noses are an integral part of GRANTEE's bridge structure which will require, among other things, routine and periodic inspection/maintenance. GRANTEE shall assume all maintenance responsibility of the bridge structure including the piers, footings and debris noses, at no cost to DISTRICT.

2. REMOVAL AND/OR ABANDONMENT (PMES3.1S)

GRANTEE agrees that in the event (a) GRANTEE's Facilities are no longer required, or (b) GRANTEE's use of said Facilities ceases for a continuous period of more than one (1) year without written notice from GRANTEE to DISTRICT of the circumstances affecting such suspension and of GRANTEE's intention to resume usage of GRANTEE's Facilities, GRANTEE shall, at Director's request and at no cost to DISTRICT, remove and/or abandon said GRANTEE's Facilities within 180 days of written notice from Director to remove and/or abandon. Following such removal and/or abandonment, GRANTEE shall, at no cost to DISTRICT, restore the Easement Area to the condition that existed prior to the granting of this Easement Deed, to Director's satisfaction. In the event GRANTEE fails to commence and diligently pursue completion of the removal of 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, shall be paid by GRANTEE within fifteen (15) days following a receipt of a statement of said costs from the Director.

GRANTEE shall also execute and deliver to the Director, within 180 days of such removal and/or abandonment, for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

3. RELOCATION (PMES4.1S)

In the event GRANTEE's Utility Facilities shall at any time interfere with the operation, maintenance, replacement, enlargement or improvement of DISTRICT's property as determined by the Director, and such interference requires, the removal or relocation of GRANTEE's Utility Facilities, the Director shall provide GRANTEE written notification of such interference and the need for the removal of GRANTEE's Utility Facilities from the Easement Area. In such instance, the Director shall endeavor to, but shall not be obligated to locate an alternate site on DISTRICT-owned property for the relocation of GRANTEE's Utility Facilities. Under no circumstance, shall DISTRICT be obligated to purchase any property, easement rights, or enter into

Attachment B

or pay for any lease or license rights to accommodate the relocation of GRANTEE's Utility Facilities. To the extent an alternative area on DISTRICT property cannot reasonably be made available, DISTRICT may require GRANTEE to remove GRANTEE's Utility Facilities from the Easement Area.

Except in an emergency, the Director shall provide GRANTEE with written notice a minimum of 365 days in advance of the date that GRANTEE's Utility Facilities must be removed from the Easement Area. GRANTEE agrees at its sole cost and expense, to remove GRANTEE's Utility Facilities from the Easement area, restore the Easement Area to the condition that existed prior to the installation of GRANTEE's Facilities, satisfactory to the Director, within such 365-day period, or as such date may be extended by the Director, and if an alternate site on District property has been identified for the relocation of GRANTEE's Utility Facilities, GRANTEE at its sole cost and expense shall relocate GRANTEE's Utility Facilities to such location within said 365-day period, unless such period is extended at the sole discretion of the Director. The removal and/or relocation of GRANTEE's Utility Facilities shall be subject to the provisions of Section 1 (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 of GRANTEE's Utility 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 of GRANTEE's Utility 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, shall be paid by GRANTEE within fifteen (15) days following a receipt of a statement of said costs from Director. Under no circumstance shall DISTRICT be obligated to relocate GRANTEE's Utility Facilities to any alternate relocation site regardless of whether a relocation site had been designated on District-owned property.

4. REVISION OF LEGAL DESCRIPTION (PMES5.1S)

In the event it becomes necessary to relocate GRANTEE's Utility Facilities as provided in Section 3 (Relocation) of this Easement Deed and the legal description described in attached Exhibit A and illustrated in Exhibit B are 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 GRANTEE. The Parties agree that 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.

5. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2S)

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 arise from GRANTEE's use of or performance of any activities permitted to be conducted in, on, over, under or across the Easement Area.

In addition, GRANTEE shall ensure that all construction 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.

Attachment B

GRANTEE shall not accept any regulatory permit, or consent to any regulatory permit provision which may (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 the 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 the 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.

6. 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, franchisees or invitees are conducted in accordance with the provisions of this Easement Deed.

7. HOLD HARMLESS (PMES7.2S)

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. For purposes of this Section, GRANTEE acknowledges and agrees that DISTRICT shall not be deemed negligent in the maintenance and/or operation of the Channel if DISTRICT operates and maintains the Channel in substantial conformance with standard DISTRICT practices used for other similar facilities.

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 from, growing out of or in any way connected with or related to this Easement Deed, including any damage to or interruption of use of GRANTEE's Facilities caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel or by DISTRICT's flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Easement Area by members of the general public. GRANTEE's indemnity obligation shall not extend to any liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors 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/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 attorney 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.

8. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.2S)

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. 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, 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, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE's use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by 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 being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies, which approval shall not be unreasonably withheld, for any such remedial action.

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

9. RESERVATIONS (PMES9.1S)

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 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 as will 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 shall 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 1 (Construction and Maintenance) above.

10. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)

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

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by 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.

Attachment B

11. TAXES AND ASSESSMENTS (PMES11.1S)

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's 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.

12. NOTICES (PMES12.1S)

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 written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

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

To DISTRICT:

Orange County Flood Control District
c/o CEO/Real Estate Services
RE: Santa Ana River Channel – E01-R1752
P.O. Box 4048
Santa Ana, CA 92702-4048

To GRANTEE:

City of Anaheim Public Works
200 South Anaheim Blvd., Suite 217
Anaheim, California 92805

City Clerk
City of Anaheim
200 South Anaheim Blvd., Suite 276
Anaheim, California 92805

13. VENUE (PMES13.1S)

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.

14. WAIVER OF RIGHTS (PMES14.1S)

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

15. SEVERABILITY (PMES15.1S)

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.

16. ATTORNEY FEES (PMES16.1S)

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

17. SUCCESSORS AND ASSIGNS (PMES18.1S)

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

18. AUTHORITY (PMES20.1S)

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

19. ASSIGNMENT / TRANSFER OF RIGHTS

Except as provided in section 19, the GRANTEE shall not transfer or assign this Easement Deed or any interest in it, or otherwise make any portion of, or rights in, the Easement Area available to any party, without the prior written consent of DISTRICT's Director. If any assignment is made, the assignee shall be deemed to have assumed all of the obligations of the GRANTEE.

The DISTRICT hereby agrees to permit GRANTEE to assign this Easement Deed to the City of Orange. GRANTEE agrees that prior to any assignment it shall provide the assignee with notice of all easement restrictions. The assignee shall be bound by the same terms and conditions of this Easement Deed. The GRANTEE shall provide written notice to DISTRICT of the transfer of any rights to another party.

//

//

Signatures pages follow.

Attachment B

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: _____
Chair 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.

(Seal)

Signature _____

Attachment B

GRANTEE

Approved as to Form:
ROBERT FABELA, CITY ATTORNEY

CITY OF ANAHEIM,
a municipal corporation

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____

Date: _____

Title: _____

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

EXHIBIT "A"
LEGAL DESCRIPTION

SANTA ANA RIVER
FACILITY NO.: E01 PARCEL NO.: R1752

BRIDGE EASEMENT FOR STREET, HIGHWAY AND UTILITY PURPOSES WITHIN
ALLOTMENT TO ALFRED B. CHAPMAN IN DECREE OF PARTITION OF
THE RANCHO SANTIAGO DE SANTA ANA

Those certain strips of land situated in the City of Orange, County of Orange, State of California, being a portion of the land allotted to Alfred B. Chapman in Decree of Partition of the Rancho Santiago de Santa Ana, recorded in Book "B" of Judgements of the 17th Judicial District Court of California, as described in deeds to the Orange County Flood Control District, recorded in Book 5405, Page 38, Book 5625, Page 362, Book 5812, Page 996 and in Book 5996, Page 539 all of Official Records in the Office of the County Recorder of said County, described as follows:

STRIP NO. "1"

COMMENCING at the southeast corner of Parcel 2 of Parcel Map No. 2006-262, filed in Book 357, Pages 25 through 34 of Parcel Maps in said Office of the County Recorder;
thence along the easterly boundary of said Parcel 2, North 18°48'24" East 5.26 feet to its intersection with the northerly Right-of-Way line of Orangewood Avenue (100.00 feet wide);
thence along said northerly Right-of-Way line, South 89°11'06" East 36.15 feet to the **TRUE POINT OF BEGINNING**, said point also being the southeast corner of that certain Quitclaim Deed to the City of Anaheim, recorded September 11, 2023 as Instrument No. 2023000221050, of Official Records in said Office of the County Recorder;
thence along the southeasterly line of said Quitclaim Deed described as having a bearing and distance of "South 21°21'05" West 46.91 feet", North 21°21'05" East 12.28 feet to a point on a line parallel with and lying 11.50 feet northerly from said northerly Right-of-Way line;
thence along said parallel line, South 89°11'06" East 24.56 feet to a point on a line parallel with and lying 23.00 feet southeasterly from said southeasterly line;
thence along said parallel line, South 21°21'05" West 4.92 feet;
thence South 89°57'54" East 83.17 feet, hereinafter referred to as **COURSE "1"**;
thence North 20°46'41" East 2.10 feet;
thence South 69°13'19" East 5.55 feet to a point on the easterly prolongation of hereinbefore described **COURSE "1"**;
thence along said easterly prolongation, South 89°57'54" East 351.62 feet to the westerly Right-of-Way line of State Route 57 (Orange Freeway), as shown on Record of Survey 88-1014, filed in Book 165, Pages 1 through 13 of Records of Survey, in said Office of the County Recorder;
thence along said westerly Right-of-Way line, South 12°39'52" West 13.17 feet to said northerly Right-of-Way line;
thence along said northerly Right-of-Way line the following eight (8) courses:

- (1) North 89°11'06" West 44.50 feet to a point hereinafter referred to as **POINT "A"**;
- (2) North 89°11'06" West 39.63 feet to a point hereinafter referred to as **POINT "B"**;
- (3) North 89°11'06" West 53.49 feet to a point hereinafter referred to as **POINT "C"**;
- (4) North 89°11'06" West 53.49 feet to a point hereinafter referred to as **POINT "D"**;
- (5) North 89°11'06" West 53.49 feet to a point hereinafter referred to as **POINT "E"**;
- (6) North 89°11'06" West 53.25 feet to a point hereinafter referred to as **POINT "F"**;
- (7) North 89°11'06" West 98.67 feet to a point hereinafter referred to as **POINT "G"**;
- (8) North 89°11'06" West 68.60 feet to said **TRUE POINT OF BEGINNING**.

Attachment B

Bridge Easement for Street, Highway and Utility Purposes
Within Allotment to Alfred B. Chapman in Decree of
Partition of the Rancho Santiago De Santa Ana

Exhibit "A"

SANTA ANA RIVER
FACILITY NO.: E01 PARCEL NO.: R1752

STRIP NO. "2"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "A"**;
thence North 20°46'41" East 11.69 feet;
thence North 49°13'33" East 14.56 feet to a point hereinafter referred to as **POINT "H"**;
thence continuing North 49°13'33" East 12.00 feet to a point hereinafter referred to as **POINT "I"**;
thence continuing North 49°13'33" East 5.50 feet to a point hereinafter referred to as **POINT "J"**.

Said strip of land shall be 13.00 feet wide, lying 5.50 feet northwesterly and 7.50 feet southeasterly of said reference line between **POINTS "A"** and **"H"**; and 9.75 feet wide, lying 5.00 feet northwesterly and 4.75 feet southeasterly of said reference line between **POINT "H"** and **"I"**; and 9.25 feet wide, lying 5.00 feet northwesterly and 4.25 feet southeasterly of said reference line between **POINTS "I"** and **"J"**.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

TOGETHER WITH a strip of land 7.00 feet wide, the southeasterly line of which is described as follows:

BEGINNING at hereinbefore described **POINT "A"**;
thence North 20°46'41" East 13.45 feet.

EXCEPTING THEREFROM that portion lying within said strip of variable width and hereinbefore described STRIP NO. "1".

STRIP NO. "3"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "B"**;
thence North 20°46'41" East 12.64 feet to a point hereinafter referred to as **POINT "K"**;
thence continuing, North 20°46'41" East 32.90 feet to a point hereinafter referred to as **POINT "L"**.

Said strip of land shall be 10.50 feet wide, lying 6.00 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINTS "B"** and **"K"**; and 9.00 feet wide, lying 4.50 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINT "K"** and **"L"**.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

STRIP NO. "4"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "C"**;
thence North 20°46'41" East 11.81 feet to a point hereinafter referred to as **POINT "M"**;

Attachment B

Bridge Easement for Street, Highway and Utility Purposes
Within Allotment to Alfred B. Chapman in Decree of
Partition of the Rancho Santiago De Santa Ana

Exhibit "A"

SANTA ANA RIVER
FACILITY NO.: E01 PARCEL NO.: R1752

thence continuing, North 20°46'41" East 32.89 feet to a point hereinafter referred to as **POINT "N"**.

Said strip of land shall be 10.50 feet wide, lying 6.00 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINTS "C"** and **"M"**; and 9.00 feet wide, lying 4.50 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINT "M"** and **"N"**.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

STRIP NO. "5"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "D"**;

thence North 20°46'41" East 10.97 feet to a point hereinafter referred to as **POINT "O"**;

thence continuing, North 20°46'41" East 32.90 feet to a point hereinafter referred to as **POINT "P"**.

Said strip of land shall be 10.50 feet wide, lying 6.00 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINTS "D"** and **"O"**; and 9.00 feet wide, lying 4.50 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINT "O"** and **"P"**.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

STRIP NO. "6"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "E"**;

thence North 20°46'41" East 10.13 feet to a point hereinafter referred to as **POINT "Q"**;

thence continuing, North 20°46'41" East 32.91 feet to a point hereinafter referred to as **POINT "R"**.

Said strip of land shall be 10.50 feet wide, lying 6.00 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINTS "E"** and **"Q"**; and 9.00 feet wide, lying 4.50 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINT "Q"** and **"R"**.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

STRIP NO. "7"

A strip of land of variable width, the reference line of which is described as follows:

BEGINNING at hereinbefore described **POINT "F"**;

thence North 20°46'41" East 9.30 feet to a point hereinafter referred to as **POINT "S"**;

thence continuing, North 20°46'41" East 32.91 feet to a point hereinafter referred to as **POINT "T"**.

Said strip of land shall be 10.50 feet wide, lying 6.00 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINTS "F"** and **"S"**; and 9.00 feet wide, lying 4.50 feet northwesterly and 4.50 feet southeasterly of said reference line between **POINT "S"** and **"T"**.

Attachment B

Bridge Easement for Street, Highway and Utility Purposes
Within Allotment to Alfred B. Chapman in Decree of
Partition of the Rancho Santiago De Santa Ana

Exhibit "A"

SANTA ANA RIVER
FACILITY NO.: E01 PARCEL NO.: R1752

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

STRIP NO. "8"

A strip of land 12.25 feet wide, lying 5.25 feet northwesterly and 7.00 feet southeasterly of the following described reference line:

BEGINNING at hereinbefore described **POINT "G"**;
thence North 20°46'41" East 27.14 feet.

EXCEPTING THEREFROM that portion lying within hereinbefore described STRIP NO. "1".

CONTAINING (STRIPS 1 THROUGH 8): 6,685 Square Feet, more or less.

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

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



Kevin R. Hills

4/15/2026

Kevin R. Hills, P.L.S. 6617

Date

Michael Baker International

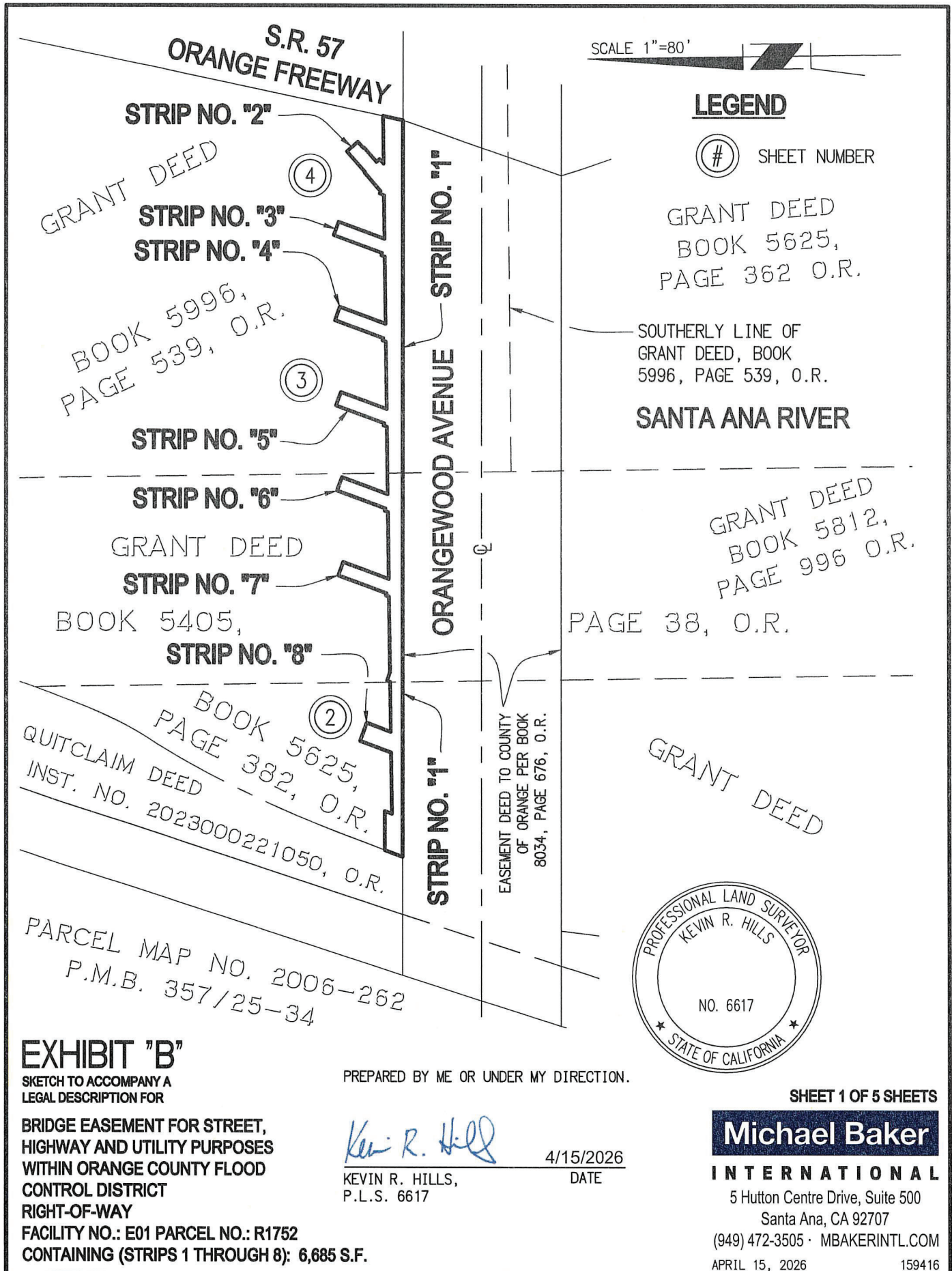
5 Hutton Centre, Suite 500

Santa Ana, California 92707

H:\ROOT\pdata\159416\CADD\Mapping\Exhibits\Bridge\Legal\159416_ESMT-LEGAL.docm

Attachment B

EXHIBIT B



SCALE 1"=20'

- SEE SHEET 3 -

GRANT DEED

BOOK 5405,

S69°13'19"E
5.55'

50.00'

PAGE 38, O.R.

SANTA ANA RIVER

STRIP NO. "8"

GRANT DEED

POINT "G"

P.O.B. STRIP NO.
8 REFERENCE LINENORTHERLY
RIGHT-OF-WAY LINE
OF ORANGEWOOD AVENUE
PER BOOK 8034,
PAGE 676, O.R.

ORANGEWOOD AVENUE

BOOK 5625,
PAGE 382, O.R.SOUTHEASTERLY LINE OF
QUITCLAIM DEED TO THE
CITY OF ANAHEIM PER
INSTRUMENT NO.
2023000221050, O.R.**REFERENCES:**

- R1 QUITCLAIM DEED TO THE
CITY OF ANAHEIM,
RECORDED 9/11/23 AS
INSTRUMENT NO.
2023000221050, O.R.

QUITCLAIM DEED

INST. NO. 2023000221050, O.R.

EXHIBIT "B"SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FORBRIDGE EASEMENT FOR STREET,
HIGHWAY AND UTILITY PURPOSES
WITHIN ORANGE COUNTY FLOOD
CONTROL DISTRICT
RIGHT-OF-WAY

FACILITY NO.: E01 PARCEL NO.: R1752

CONTAINING (STRIPS 1 THROUGH 8): 6,685 S.F.

E'LY BOUNDARY OF PCL 2,
P.M.B. 357/25-34PARCEL MAP
NO. 2006-262
PARCEL 2
P.M.B. 357/25-34**T.P.O.B. STRIP NO. 1**SOUTHEAST CORNER OF
QUITCLAIM DEED, INST. NO.
2023000221050, O.R.**P.O.C. STRIP NO. 1**SE CORNER OF
PARCEL 2,
P.M.B. 357/25-34

SHEET 2 OF 5 SHEETS

Michael Baker**INTERNATIONAL**

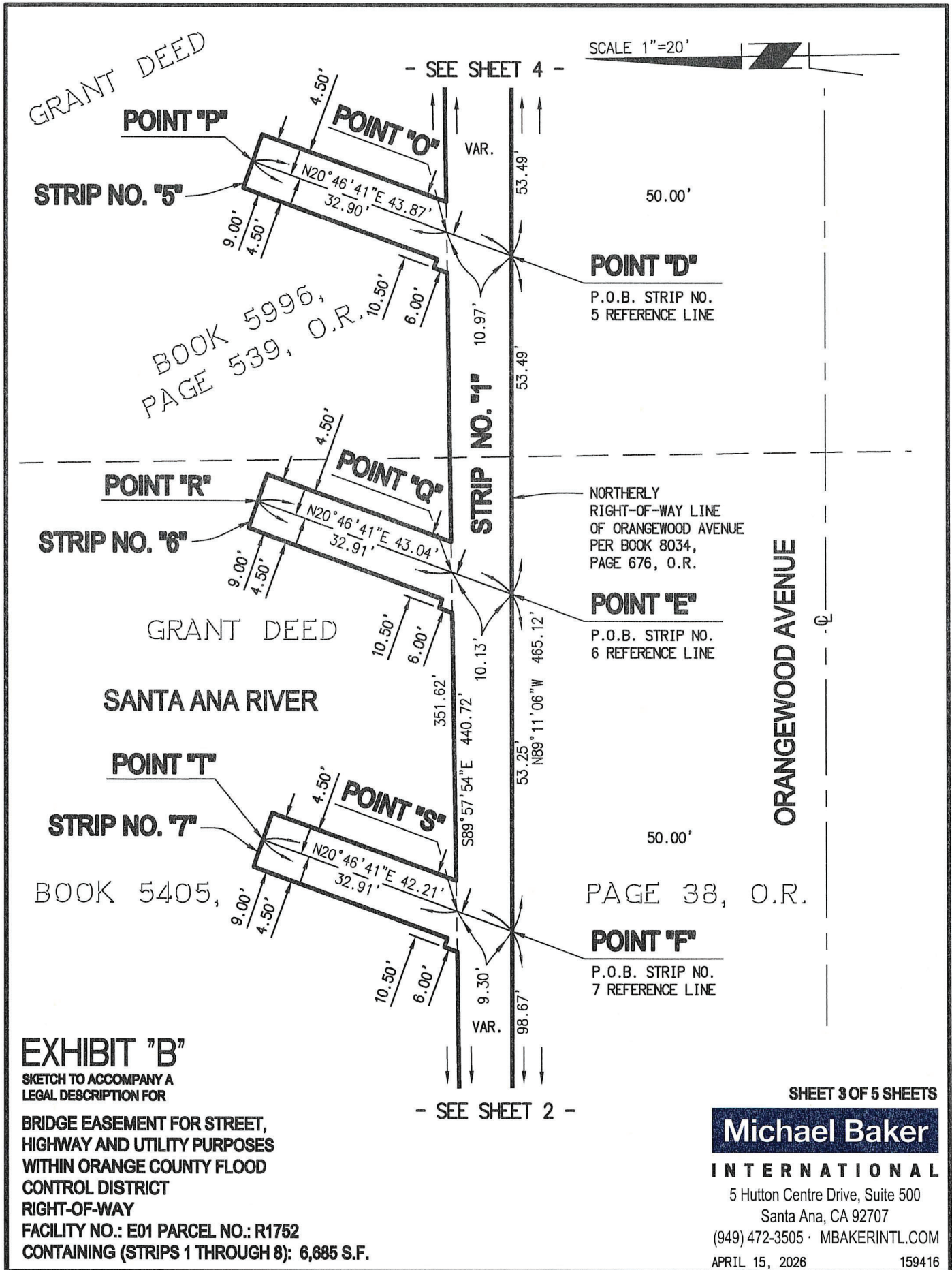
5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

APRIL 15, 2026

159416



S.R. 57
ORANGE FREEWAY

RS 88-1014
RSB 165/1-13

SCALE 1"=20'

WESTERLY LINE OF PARCEL
B9743-1 PER INST. NO.
91-351629, O.R. AND
WESTERLY RIGHT-OF-WAY
LINE OF S.R. 57 PER RS
88-1014, RSB 165/1-13

GRANT DEED

STRIP NO. "2"

SEE SHEET 5
FOR DETAIL OF
STRIP NO. "2"

POINT "L"

STRIP NO. "3"

SANTA ANA RIVER

BOOK 5996,
PAGE 539, O.R.

POINT "N"

STRIP NO. "4"

EXHIBIT "B"

SKETCH TO ACCOMPANY A
LEGAL DESCRIPTION FOR

BRIDGE EASEMENT FOR STREET,
HIGHWAY AND UTILITY PURPOSES
WITHIN ORANGE COUNTY FLOOD
CONTROL DISTRICT
RIGHT-OF-WAY

FACILITY NO.: E01 PARCEL NO.: R1752

CONTAINING (STRIPS 1 THROUGH 8): 6,685 S.F.

S12°39'52"W
13.17'

VAR.

50.00'

POINT "A"

P.O.B. STRIP NO.
2 REFERENCE LINES

POINT "B"

P.O.B. STRIP NO.
3 REFERENCE LINE

NORTHERLY
RIGHT-OF-WAY LINE
OF ORANGEWOOD AVENUE
PER BOOK 8034,
PAGE 676, O.R.

POINT "C"

P.O.B. STRIP NO.
4 REFERENCE LINE

ORANGEWOOD AVENUE

SHEET 4 OF 5 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

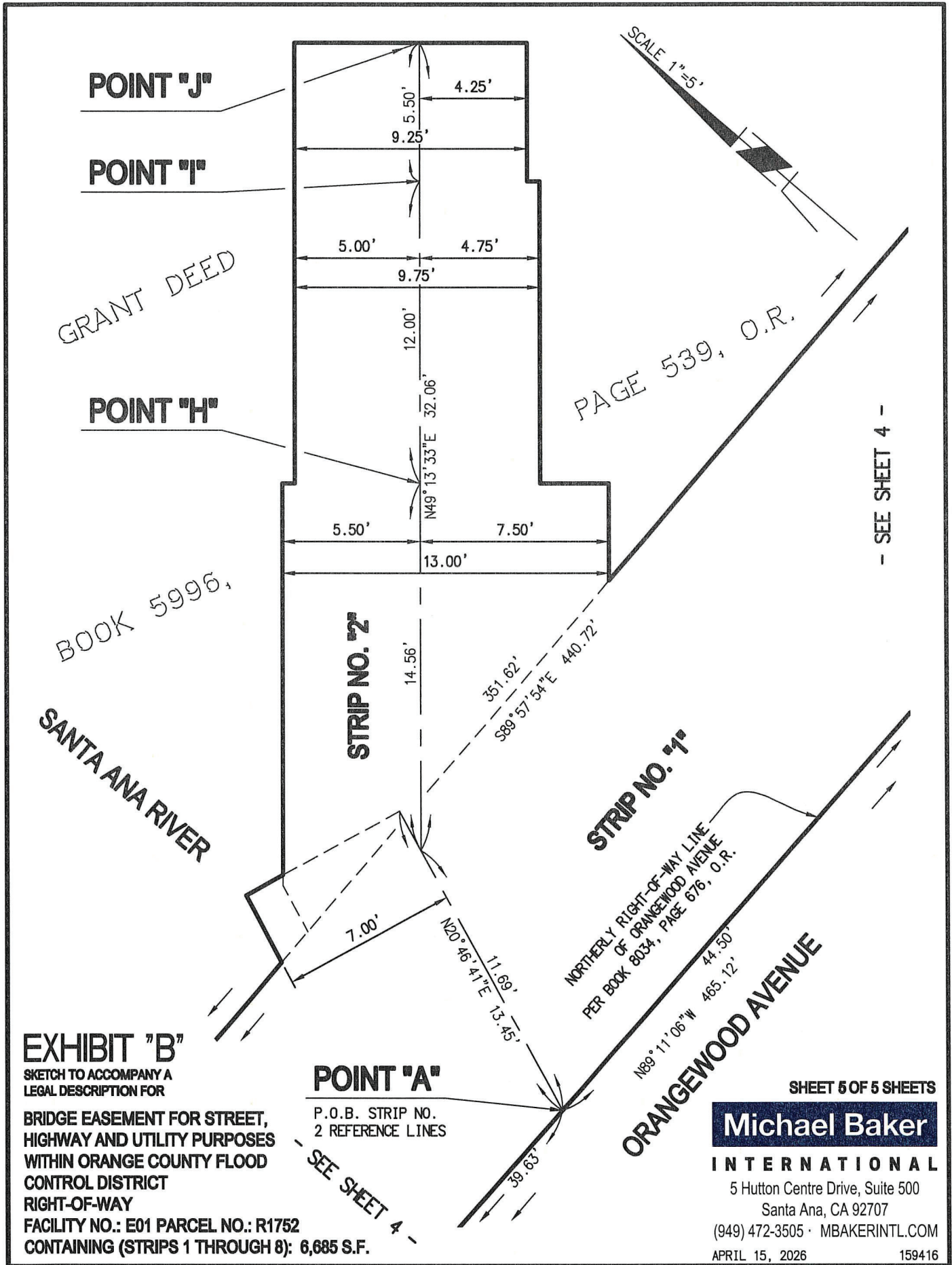
Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

APRIL 15, 2026

159416

- SEE SHEET 3 -



SHEET 5 OF 5 SHEETS

Michael Baker

INTERNATIONAL

5 Hutton Centre Drive, Suite 500

Santa Ana, CA 92707

(949) 472-3505 · MBAKERINTL.COM

APRIL 15, 2026

159416

Attachment B

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by this Easement Deed dated _____, 20____, from the Orange County Flood Control District, a body corporate and politic, to the City of Anaheim, a municipal corporation ("Grantee"), is hereby accepted by order of the City Council on _____, and the grantee hereby consents to recordation hereof by its duly authorized officer.

Theresa Bass, CMC
City Clerk

Dated: _____

BY _____
City Clerk
City of Anaheim, CA

Attachment B

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:

City Clerk
City of Anaheim
P.O. Box 3222
Anaheim, CA 92803

THIS SPACE FOR RECORDER'S USE ONLY

Mail Tax Statements as shown above

APN:

DOCUMENTARY TRANSFER TAX \$ _____

- ___ Computed on the consideration or value of property conveyed
___ Exempt per Revenue & Taxation Code Section 11922
X Exempt from Recording Fees per Govt. Code Section 27383

- ☐ Unincorporated Area
☒ Incorporated – partially City of Anaheim and City of Orange

Facility/Parcel No: E01-R1752.1
Project Name: Orangewood Avenue Bridge Project /
Santa Ana River Channel

TEMPORARY CONSTRUCTION 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

CITY OF ANAHEIM,
a municipal corporation,
hereinafter referred to as “**GRANTEE**,” its, successor and assigns,

a non-exclusive easement for temporary construction purposes, in, over, upon and across that certain real property partially in the City of Anaheim and City of Orange, County of Orange, State of California (hereinafter referred to as “**Easement Area**”) described in “**Exhibit A**,” and illustrated in “**Exhibit B**,” which exhibits are attached hereto and by this reference 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 Construction Easement Deed (“**Easement Deed**”) shall be subject to the following terms, conditions, and reservations:

1. TERM

This Easement Deed shall be effective from June 23, 2026 to June 23, 2032 ("Term"), and shall terminate at the end of the Term, or upon recordation of a Notice of Completion for the Project, whichever occurs first.

2. USE

GRANTEE's rights shall include rights for GRANTEE, its officers, agents, employees, contractors, and subcontractors, to utilize the surface of the Easement Area to transport personnel, trucks/cars, equipment and materials ("GRANTEE's equipment and material") for the construction activities related to GRANTEE's bridge widening construction of the Orangewood Avenue Bridge Project ("**Project**") over the Santa Ana River and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted. The rights granted under this Easement expressly prohibit the construction or placement of any improvements or facilities in, on, over, or across the Easement Area.

3. CONSTRUCTION/GRADING AND WORK PERFORMED (PMES2.2S)

GRANTEE shall have all construction, excavation, fill and/or grading plans approved in writing by DISTRICT's Director OC Public Works, or designee, (hereinafter referred to as "**Director**") through OC Public Works ("**OCPW**") County property encroachment permit process and shall obtain a County property permit (**CPP**) with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to commencement of any work in, on, over, upon or across the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion.

Director's approval of GRANTEE's construction and/or grading 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 grading, design, assumptions or accuracy of GRANTEE's construction and/or grading plans. Director will rely on the professional expertise of the Engineer of Record when approving GRANTEE's construction and/or grading plans.

GRANTEE hereby acknowledges that the Easement Area lies within a portion of DISTRICT's flood control facility, commonly referred to as the Santa Ana River Channel (hereinafter "**the Channel**").

GRANTEE shall perform all construction in such a manner that will allow for unobstructed flood control operations and maintenance of the Channel by DISTRICT.

All work conducted in the Easement Area shall conform to all applicable building fire, water quality, and sanitary laws, ordinances, and regulations, and permits, and shall be done in a good workmanlike manner and keep the Easement Area free from litter, graffiti, waste or public nuisance.

4. CONDITION OF EASEMENT AREA UPON TERMINATION

Prior to the filing of the Notice of Completion or to the expiration of this Temporary Easement referenced in Section 1, whichever occurs first, GRANTEE agrees at its sole expense, to restore the Easement Area to the condition that existed prior to the granting of this Temporary Easement, to Director's satisfaction. GRANTEE agrees to provide documentation that the Easement Area is not contaminated with Hazardous Materials, as defined in Section 11 below. Said restoration shall include, but not be limited to, removal of trash and debris.

5. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2S)

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 arise from GRANTEE's use of or performance of any activities permitted to be conducted in, on, over, under or across the Easement Area.

In addition, GRANTEE shall ensure that all construction 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 may (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 the 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 the 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.

6. 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, franchisees or invitees are conducted in accordance with the provisions of this Easement Deed.

7. HOLD HARMLESS (PMES7.2S)

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. For purposes of this Section, GRANTEE acknowledges and agrees that DISTRICT shall not be deemed negligent in the maintenance and/or operation of the Channel if DISTRICT operates and maintains the Channel in substantial conformance with standard DISTRICT practices used for other similar facilities.

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 from, growing out of or in any way connected with or related to this Easement Deed, including any damage to or interruption of use of the Easement Area caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel or by DISTRICT's flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

Attachment B

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Easement Area by members of the general public. GRANTEE's indemnity obligation shall not extend to any liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors 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/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 attorney 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.

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.

8. GRANTEE'S LIABILITY FOR HAZARDOUS OR TOXIC MATERIALS (PMES8.2S)

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. 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 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, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE's use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by 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 being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

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

Attachment B

9. RESERVATIONS (PMES9.1S)

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 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 as will 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.

10. CONVEYANCE SUBJECT TO EXISTING INTERESTS (PMES10.1S)

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

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by 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.

11. TAXES AND ASSESSMENTS (PMES11.1S)

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 shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

12. NOTICES (PMES12.1S)

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 written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days' prior written notice of the new address.

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

To DISTRICT:

Orange County Flood Control District
c/o CEO/Real Estate Services
RE: Santa Ana River Channel – E01-R1752.1
P.O. Box 4048
Santa Ana, CA 92702-4048

To GRANTEE:

City of Anaheim Public Works
200 South Anaheim Blvd., Suite 217
Anaheim, California 92805

City of Anaheim City Clerk
200 South Anaheim Blvd., Suite 276
Anaheim, California 92805

13. VENUE (PMES13.1S)

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.

14. WAIVER OF RIGHTS (PMES14.1S)

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

15. SEVERABILITY (PMES15.1S)

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.

16. ATTORNEY FEES (PMES16.1S)

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

17. SUCCESSORS AND ASSIGNS (PMES18.1S)

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

18. AUTHORITY (PMES20.1S)

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

//

//

Signatures pages follow.

Attachment B

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

By: _____
Deputy

Date: _____

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Chair 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

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.

(Seal)

Signature _____

Attachment B

GRANTEE

Approved as to Form:
ROBERT FABELA, CITY ATTORNEY

CITY OF ANAHEIM,
a municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

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)

Attachment B

EXHIBIT A

Attachment B

EXHIBIT A

Legal Description
SANTA ANA RIVER
Facility No.: E01
Parcel No.: R1752.1

Temporary Construction Easement Within Orange County Flood Control District Right of Way

A portion of the Santa Ana River Channel/Orange County Flood Control District Right of Way, partially in the City of Anaheim and partially in the City of Orange, County of Orange, State of California, over lands described in the deeds to the Orange County Flood Control District recorded September 7, 1960 in Book 5405, Page 38, and recorded February 10, 1961 in Book 5625, Page 362, and recorded August 11, 1961 in Book 5812, Page 996, and recorded February 2, 1962 in Book 5996, Page 539, all of Official records in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the centerline of Orangewood Avenue, 100 feet wide, as described in the Easement Deed recorded August 30, 1966 in Book 8034, Page 676 of Official Records, records of said County, with the westerly line of the Santa Ana River Channel as described in the said deed to the Orange County Flood Control District recorded in Book 5996, Page 539 of Official Records;

Thence 1st, along said westerly line, North 18° 48' 24" East, a distance of 52.57 feet to a point on the north line of said Orangewood Avenue, said point being the southwest corner of the parcel described in the Quitclaim Deed to the City of Anaheim recorded September 11, 2023 as Inst. No. 2023000221050 of Official Records;

Thence 2nd, along said north line of Orangewood Avenue, being also the south line of said Quitclaim Deed, South 89° 11' 06" East, a distance of 36.13 feet to the southeast corner of said Quitclaim Deed;

Thence 3rd, leaving said north line, and along the easterly line of said Quitclaim Deed, North 21° 21' 05" East, a distance of 46.91 feet to the beginning of a tangent curve to the right, concave easterly, having a radius of 715.00 feet;

Thence 4th, continuing along said easterly line and said curve, through a central angle of 10°03'18", an arc distance of 125.48 feet to the beginning of a non-tangent curve to the left, concave westerly, having a radius of 250.00 feet, the radial center of which bears North 55° 17' 24" West;

Thence 5th, continuing along said easterly line and said curve, through a central angle of 11°36'47", an arc distance of 50.67 feet to the beginning of a compound curve to the left, concave westerly, having a radius of 605.00 feet, the radial center of which bears North 66° 54' 11" West;

Thence 6th, continuing along said easterly line and said curve, through a central angle of 04°26'29", an arc distance of 46.90 feet;

Thence 7th, continuing along said easterly line, North 30° 05' 49" East, a distance of 11.41 feet;

Thence 8th, leaving said easterly line, South 83° 07' 25" East, a distance of 82.37 feet;

Thence 9th, South 68° 05' 20" East, a distance of 281.35 feet;

Thence 10th, North 20° 36' 37" East, a distance of 70.56 feet;

Thence 11th, South 70° 01' 08" East, a distance of 49.97 feet;

Attachment B

EXHIBIT A

Legal Description
SANTA ANA RIVER
Facility No.: E01
Parcel No.: R1752.1

Temporary Construction Easement Within Orange County Flood Control District Right of Way

Thence 12th, South 19° 33' 21" West, a distance of 206.23 feet, more or less, to a point on the westerly line of the freeway easements designated as Parcel B9743 and Parcel B9743-1, as described in the Final Order of Condemnation recorded June 12, 1991 as Instrument No. 91-351629 of Official Records, records of said county, and as shown on Record of Survey 88-1014, filed in Book 165, Pages 1 to 13 of Record of Surveys, said point being the northerly terminus of that certain course shown as " N20° 06' 08"E 105.94' " in Detail A, Sheet 4 of 13, on said Record of Survey;

Thence 13th, along said westerly line, South 20° 06' 08" West, a distance of 105.94 feet to an angle point therein;

Thence 14th, continuing along said westerly line, South 17° 39' 41" East, a distance of 47.44 feet to an angle point therein;

Thence 15th, continuing along said westerly line, South 12° 24' 20" West, a distance of 86.51 feet to an angle point therein;

Thence 16th, continuing along said westerly line, South 20° 47' 12" West, a distance of 151.01 feet;

Thence 17th, leaving said westerly line, North 69° 58' 15" West, a distance of 99.25 feet;

Thence 18th, North 20° 01' 45" East, a distance of 75.82 feet;

Thence 19th, North 68° 28' 17" West, a distance of 279.47 feet;

Thence 20th, South 36° 13' 03" West, a distance of 200.00 feet;

Thence 21st, North 53° 46' 57" West, a distance of 26.00 feet to a point on the easterly line of the parcel described in the Quitclaim Deed to the City of Anaheim recorded July 15, 2021 as Inst. No. 2021000456429 of Official Records, said point being the beginning of a non-tangent curve to the left, concave westerly, having a radius of 57.50 feet, the radial center of which bears North 57°55'44" West;

Thence 22nd, along said easterly line and said curve, through a central angle of 32°16'05", an arc distance of 32.38 feet to the beginning of a reverse curve to the right, concave easterly, having a radius of 148.00 feet;

Thence 23rd, continuing along said easterly line and said curve, through a central angle of 16°55'23", an arc distance of 43.71 feet to the beginning of a reverse curve to the left, concave westerly, having a radius of 1360.50 feet;

Thence 24th, continuing along said easterly line and said curve, through a central angle of 04°43'23", an arc distance of 112.15 feet;

Thence 25th, continuing along said easterly line, North 08°02'05" East, a distance of 33.77 feet to a point on the south line of said Orangewood Avenue, said point being the northeast corner of

Attachment B

EXHIBIT A

Legal Description
SANTA ANA RIVER
Facility No.: E01
Parcel No.: R1752.1

Temporary Construction Easement
Within Orange County Flood Control District Right of Way

the parcel described in the Quitclaim Deed to the City of Anaheim recorded July 15, 2021 as Inst.
No. 2021000456429 of Official Records;

Thence 26th, along said south line of Orangewood Avenue, being also the north line of last said Quitclaim Deed, North 89° 11' 06" West, a distance of 22.09 feet to the northwest corner of last said Quitclaim Deed, being also the intersection of said south line of Orangewood Avenue with said westerly line of the Santa Ana River Channel;

Thence 27th, along last said westerly line, North 18° 48' 24" East, a distance of 52.57 feet to said centerline of Orangewood Avenue and the Point of Beginning.

Containing 222,874 square feet (5.12 acres), more or less.

Subject to all Covenants, Rights, Right-of-Way and Easements of Record.

Exhibit "B" attached and by this reference made a part hereof.

This description has been prepared by me, or under my direction.

Justin P. Height, PLS 6167

04-01-2026

Date



Attachment B

EXHIBIT B

DOCUMENT LEGEND

(A) QUITCLAIM DEED
INST. NO. 2023000221050 O.R.

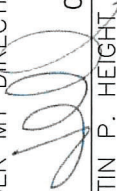
(B) QUITCLAIM DEED
INST. NO. 2021000456429 O.R.

(C) PARCEL B9743
NO. 91-351629 O.R.
FREEWAY EASEMENT

(D) PARCEL B9743-1
INST. NO. 91-351629 O.R.
FREEWAY EASEMENT

(E) BOOK 8034, PAGE 676
100' WIDE PUBLIC STREET AND HIGHWAY
EASEMENT

PREPARED BY ME, OR
UNDER MY DIRECTION.


JUSTIN P. HEIGHT, DATE 04-01-2026
PLS 6167

DIMENSION TABLE

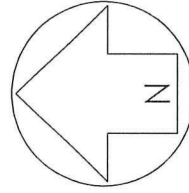
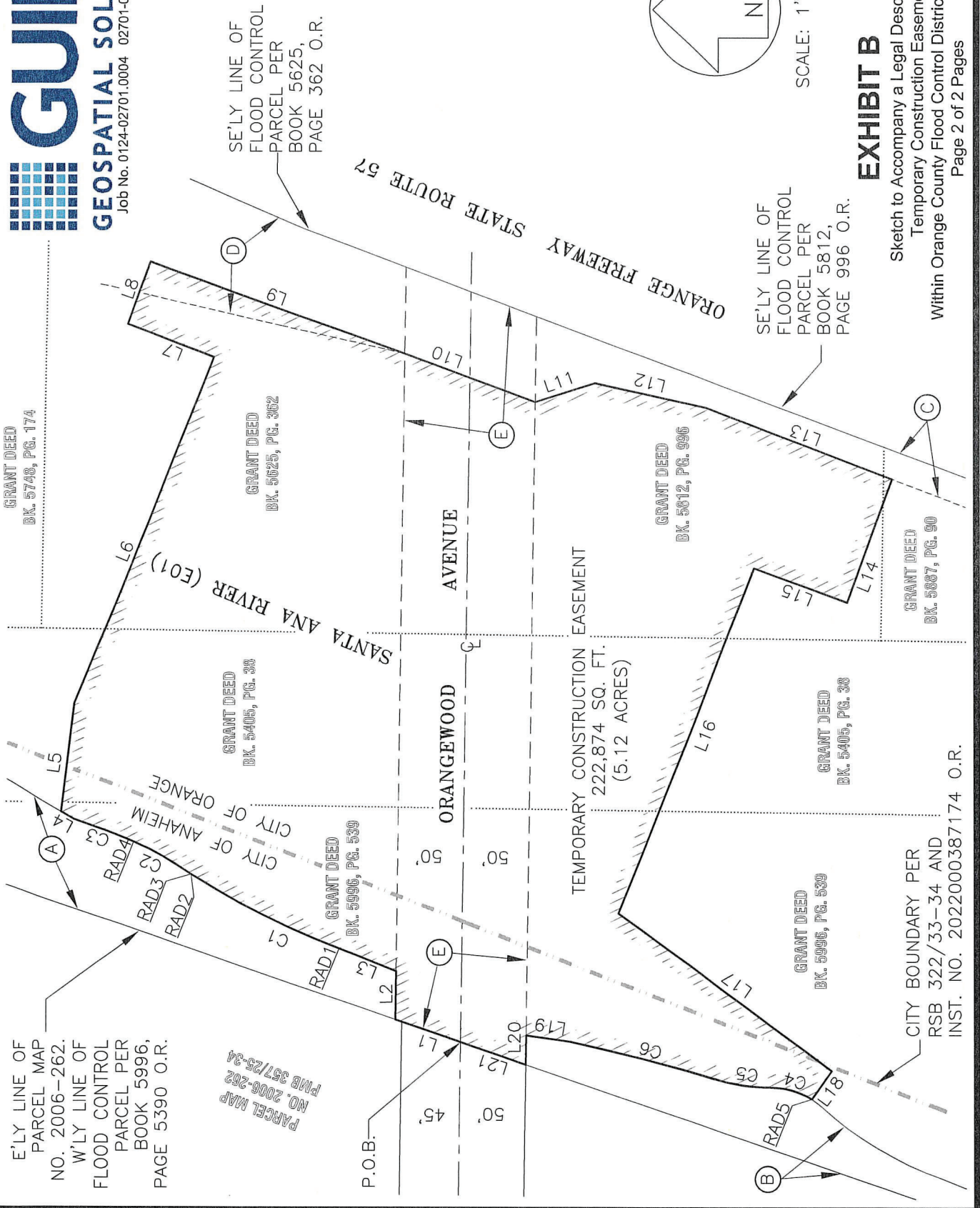
L1	N18°48'24"E	52.57'
L2	S89°11'06"E	36.13'
L3	N21°21'05"E	46.91'
C1	R=715.00 D=10°03'18"	L=125.48'
C2	R=250.00 D=11°36'47"	L=50.67'
C3	R=605.00 D=04°26'29"	L=46.90'
L4	N30°05'49"E	11.41'
L5	S83°07'25"E	82.37'
L6	S68°05'20"E	281.35'
L7	N20°36'37"E	70.56'
L8	S70°01'08"E	49.97'
L9	S19°33'21"W	206.23'
L10	S20°06'08"W	105.94'
L11	S17°39'41"E	47.44'
L12	S12°24'20"W	86.51'
L13	S20°47'12"W	151.01'
L14	N69°58'15"W	99.25'
L15	N20°01'45"E	75.82'
L16	N68°28'17"W	279.47'
L17	S36°13'03"W	200.00'
L18	N53°46'57"W	26.00'
C4	R=57.50' D=32°16'05"	L=32.38'
C5	R=148.00' D=16°55'23"	L=43.71'
C6	R=1360.50' D=04°43'23"	L=112.15'
L19	N08°02'05"E	33.77'
L20	N89°11'06"W	22.09'
L21	N18°48'24"E	52.57'
RAD1	S68°38'55"E	
RAD2	S58°35'37"E	
RAD3	N55°17'24"W	
RAD4	N66°54'11"W	
RAD5	N57°55'44"W	

EXHIBIT B

Sketch to Accompany a Legal Description
Temporary Construction Easement
Within Orange County Flood Control District Right of Way
Page 1 of 2 Pages



GEOSPATIAL SOLUTIONS
Job No. 0124-02701.0004 02701-003 BDY.dwg



SCALE: 1"=100'

EXHIBIT B

Sketch to Accompany a Legal Description
 Temporary Construction Easement
 Within Orange County Flood Control District Right of Way
 Page 2 of 2 Pages

Attachment B

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY, that the interest in real property conveyed by this Temporary Construction Easement Deed dated _____, 20____, from the Orange County Flood Control District, a body corporate and politic, to the City of Anaheim, a municipal corporation ("Grantee"), is hereby accepted by order of the City Council on _____, and the grantee hereby consents to recordation hereof by its duly authorized officer.

Theresa Bass, CMC
City Clerk

Dated: _____

BY _____
City Clerk
City of Anaheim, CA