

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORANGE COUNTY FLOOD CONTROL DISTRICT
AND THE CITY OF CHINO**

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made as of May ____, 2026 by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (“**District**”) and the CITY OF CHINO, a municipal corporation duly organized under the Constitution and laws of the State of California (“**City**”), sometimes referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, the District owns and maintains property located within the limits of the City adjacent to existing or future roadways for flood control purposes as part of the District’s Santa Ana River Mainstem/Prado Dam Project (“**Project**”); and,

WHEREAS, the District and City continue to work collaboratively to support the Project and the District’s flood control mission as well as the City’s desire to address circulation within the City; and

WHEREAS, the City desires to acquire easements for right of way from the District required by the City for future roadway work, either permanent or for temporary construction purposes; and

WHEREAS, the City also desires to acquire certain rights to fill dirt from the District for its future road improvements; and

WHEREAS, the objective of this MOU is to facilitate the acquisition and temporary use of the right of way identified by the City as required by the City for various roadways in the Prado Dam area and to provide the fill dirt required by the City.

AGREEMENT

NOW, THEREFORE, in consideration of the above, District and City agree as follows:

1. Recitals. The Recitals above are incorporated herein.
2. Consideration.
 - a. The District and City shall enter into an Offer and Agreement to Purchase Real Property in a form set forth as **Exhibit A** to this MOU (“**Purchase Agreement**”) for the sale of roadway right-of-way easement (“**Road Easement(s)**”) and non-exclusive temporary construction easement (“**TCE**”) access. The purpose of this Purchase Agreement is to establish the City’s right to acquire the Road Easements and TCEs necessary for various City road projects (“**City Road Projects**”). The Agreement provides the City with the rights to acquire the Road Easements and TCEs at such time as they are ready to commence the City Road Projects.

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- b. The form of the roadway easement deed (“**Easement Deed**”) shall be in the form as forth in **Exhibit B** to this MOU, and the form of the non-exclusive TCE deed (“**TCE Deed**”) shall be as set forth in **Exhibit C** to this MOU.
 - c. The right-of-way for the City Road Projects areas to be deeded under the Easement Deed(s) and the TCE Deed(s) shall be in substantially the form as set forth in **Exhibit D** to this MOU and in a final form to be mutually acceptable to the District and City.
 - d. The total purchase price consideration (“**Purchase Price**”) for the City Road Projects areas to be deeded set forth above shall be as set forth in **Exhibit E** to this MOU.
 - e. The City also desires to obtain fill dirt from District property for the purposes of its City Road Projects. The District will make this fill dirt available at the location and on the terms set forth in a separate fill dirt agreements as set forth in **Exhibit F** and **Exhibit G** to this MOU (“**Fill Dirt Agreements**”), which will be presented to the Board of Supervisors for consideration by the Chief Real Estate Officer within 60 days of the execution of this MOU.
3. Road Easement and TCE Transfer
- a. Upon the full execution of this MOU and the Agreement (**Exhibit A**), the City will transfer funds in the amount of the Purchase Price to the District. District shall convey the Easement Deed(s) and TCE Deed(s) upon receipt of the Purchase Price. The City may choose to delay the conveyance of the TCE at its discretion, in which case the Easement Deeds and TCEs may be paid for and executed as separate times upon agreement of the City and the Chief Real Estate Officer.
 - b. The transfer of the Easements Deed(s) and TCE Deed(s) set forth above in Section 3(a) shall not include the BOS Legacy and Pine Sterling properties until the District holds fee title to such properties and any and all legal action related to the properties has been resolved. Once the District obtains fee title to the BOS Legacy and Pine Sterling properties and resolution of any and all legal action related to the properties has been confirmed in writing to the City by the District, the District shall convey the Easement Deed(s) and TCE Deed(s) associated with these properties based on the same procedure as that set forth in Section 3.a, above.
4. Fill Dirt Transfer. Upon the full execution of this MOU, approval of the Fill Dirt Agreements by the Board, the City shall have the right to obtain the fill dirt, at no cost to the City as set forth in Exhibit F and for the consideration set forth in Exhibit G and as further set forth in Fill Dirt Agreements.
5. NOTICES. All notices, transmittals of documentation and other writings required or permitted to be delivered or transmitted to either of the Parties under this MOU shall be personally served or deposited in a United States mail depository, first class postage prepaid, and addressed as follows:

Attachment A

City:
City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: City Manager

District:
Orange County Flood Control District
County of Orange/OC Public Works
601 N. Ross Street
Santa Ana, CA 927601
Attn: Director of Public Works

With copy to:

Orange County Flood Control District
c/o CEO Real Estate
400 W. Civic Center Drive, Fifth Floor
Santa Ana, CA 92701
Attn: Chief Real Estate Officer

or such other addresses as any Party may direct to the other Party in writing. All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered. Except where service is by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in the United States mail depository.

- 6. INTENT OF PARTIES. The Parties understand and agree that this MOU is an agreement intended solely to be a statement of intent and shall not be construed to be legally binding on any of the Parties hereto.

- 7. INDEMNIFICATION.
 - a. For the City: City agrees to indemnify, defend with counsel approved in writing by the District, and hold District, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“**County Indemnitees**”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this MOU. If judgment is entered against City and the District by a court of competent jurisdiction because of the concurrent active negligence of the District or District Indemnitees, City and District agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

 - b. For the District: District agrees to indemnify, defend with counsel approved in writing by City, and hold City, its elected and appointed officials, officers, employees, agents and those special districts and agencies which the City Council acts as the governing Board (“**City Indemnitees**”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to this MOU. If judgment is entered against District and City by a court of competent jurisdiction because of the concurrent active negligence of City or City Indemnitees, District and City agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.


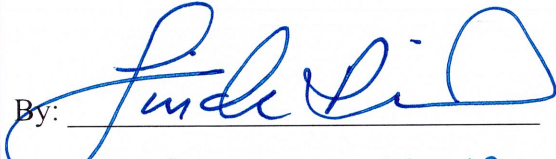
- 8. AMENDMENTS. Amendments to this MOU shall be made in writing and approved by the City and the District.

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9. ASSIGNMENT. This MOU may not be assigned, conveyed, or otherwise transferred by either Party.
10. INTERPRETATION; GOVERNING LAW. This MOU shall be construed as if prepared by both Parties. This MOU shall be construed, interpreted and governed by the laws of the State of California and the laws of the United States of America prevailing in California.
11. ATTORNEYS' FEES. In the event of any legal action or other proceeding between the Parties regarding this MOU, each Party shall be responsible for its own attorneys' fees, court costs and litigation expenses.
12. HEADINGS. The headings in this MOU are for convenience of reference only and shall not limit or otherwise affect the meaning of this MOU.
13. COUNTERPART ORIGINALS. This MOU may be executed by City and District in multiple counterparts, all of which together shall constitute a single MOU.
14. EXHIBITS. The following Exhibits are attached to this MOU and made a part hereof:
 - a. Exhibit A – Offer and Agreement to Purchase Real Property
 - b. Exhibit B – Road Easement Deed
 - c. Exhibit C – TCE Deed
 - d. Exhibit D – Right-of-Way Areas
 - e. Exhibit E – Purchase Price Consideration
 - f. Exhibit F – Fill Dirt Agreement - Borrow Site #1
 - g. Exhibit G – Fill Dirt Agreement - Borrow Site #2

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The Parties hereto have executed this MOU as of the date first written above. This MOU shall be effective upon the signature of both Parties.

<p>Approved as to Form Office of the County Counsel Orange County, California</p> <p>Signed by:  135BE61AB0194AE...</p> <p>By: _____ Deputy</p>	<p>DISTRICT</p> <p>Orange County Flood Control District, a body corporate and politic</p> <p>By: _____ Thomas A. Miller, Chief Real Estate Officer County of Orange</p>
	<p>CITY</p> <p>City of Chino, a municipal corporation duly organized under the Constitution and laws of the State of California</p> <p>By:  _____ Its: <u>Linda Reich, City Manager</u></p>

Attachment A

EXHIBIT A

Offer and Agreement to Purchase Real Property

**OFFER AND AGREEMENT
TO PURCHASE REAL PROPERTY**

THIS OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY (“**Agreement**”) is made _____, 2026 (“Effective Date”) by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as “**DISTRICT**” and, the CITY OF CHINO a California general law municipal corporation (hereinafter referred to as “**CITY**”).

R E C I T A L S

- A. DISTRICT owns, or will own, the real property located adjacent to existing or future roadways owned in the City of Chino (hereinafter referred to as the “**Property**”) which Property is depicted on **Attachment I**, attached here to and by this reference made a part hereof.
- B. CITY desires to acquire certain easements for road and related purposes over the Property as described in the Legal Descriptions attached hereto as **Attachment II**, and by this reference made a part hereof (the “**Easements**”).
- C. CITY has offered to purchase the Easements from DISTRICT for One Dollar and Fifty Cents (\$1.50) per square foot for road right-of-way, Seventy-Five Cents (\$0.75) per square foot for landscaping and slope right of way, and Fifteen Cents (\$0.15) per month for temporary construction easements.
- D. DISTRICT is willing to sell the Easements to CITY subject to the terms and conditions of this Agreement.

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

- 1. The terms described hereinabove in the Recitals are incorporated herein by this reference.
- 2. DISTRICT:
 - A. Accepts CITY'S offer to purchase the Easements for the consideration set in **Attachment III** (“**Purchase Price**”). This Agreement provides the CITY the right to acquire the Easements for its road improvements either upon payment of the Purchase Price or at such time as the CITY is ready to commence the road project, at the reasonable discretion of the City.
 - B. Shall execute and acknowledge Easement Deeds for each Easement in the form of said Easement Deed (“**Deed**”) attached hereto as **Attachment IV**, for road and related Easements and the Deed attached as **Attachment V** for temporary construction easements.
 - C. Shall deliver the executed Deeds to CITY concurrently upon payment of the Purchase

Attachment A

Price to DISTRICT, as specified in paragraph 3A below.

3. CITY:

- A. Shall, in consideration of the sale of the Easements by DISTRICT to CITY, deliver the Purchase Price, in the form of a cashier's check made payable to *Orange County Flood Control District*, upon receipt of the Deeds executed by DISTRICT.
- B. Shall record the Deeds at the Office of the County Recorder and shall provide DISTRICT with a conformed copy of the recorded Deeds.

4. CITY'S COSTS

Except as may otherwise be provided in this Agreement, CITY shall pay all costs in connection with the sale and purchase of the Easements. Such costs may include, but shall not be limited to, purchase price, title insurance, documentary transfer tax, recording fees, and preliminary change of ownership fees.

5. PROPERTY SOLD "AS-IS"

CITY acknowledges that DISTRICT has made no representations, warranties, or agreements as to any matters concerning the Easements or the Property, including, but not limited to, the marketability of title, the land, topography, climate, air, water, water rights, utilities, present or future zoning, soil, sub-soil, hazardous substances, waste, or materials, the purposes for which the Easement is suited, drainage, access to public roads, proposed routes or extensions of roads, or the availability of governmental permits or approvals of any kind. CITY represents and warrants to DISTRICT that CITY has made its own independent inspection and investigation of the Property and the Easements and CITY agrees to purchase the Easements in its "as-is" condition.

6. TITLE INSURANCE

DISTRICT shall not provide a policy of title insurance in connection with CITY'S purchase of the Easements. If the CITY wishes to purchase a policy of title insurance, it shall be CITY'S responsibility to pay all associated costs and expenses. Notwithstanding the foregoing, within twenty (20) days after the Effective Date of this Agreement, as first written above, CITY shall notify DISTRICT in writing ("**Title Notice**") of CITY's disapproval of any matters contained in a preliminary title report, or an updated preliminary title report if one has been issued to CITY by a title company of CITY's choosing ("**Title Company**"), describing the state of title of the Easements, together with copies of all exceptions listed therein and a map plotting all encumbrances or easements specified therein ("**Preliminary Title Report**"). Nothing to the contrary herein withstanding, CITY shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Easements, and DISTRICT shall discharge any such non-permitted title matters of record before CITY's obligation to deliver the Purchase Price. Should CITY deliver Title Notice within said period, DISTRICT shall have a period of seven (7) days after receipt of Title Notice in which to notify CITY of DISTRICT's election to either (i) agree to attempt to remove the Disapproved

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Exceptions prior to CITY’s delivery of the Purchase Price; or (ii) decline to remove any such Disapproved Exceptions (“**Rejection Notice**”). If DISTRICT notifies CITY of its election to decline to remove the Disapproved Exceptions, or if DISTRICT is unable to remove the Disapproved Exceptions, CITY may elect either to terminate this Agreement or to accept title to the Easements subject to the Disapproved Exception(s). CITY shall exercise such election by delivery of written notice to DISTRICT within five (5) days following the earlier of (i) the date of written advice from DISTRICT that such Disapproved Exception(s) cannot be removed; or (ii) the date DISTRICT declines to remove such Disapproved Exception(s).

CITY ACKNOWLEDGES THAT IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE PURCHASE OF REAL PROPERTY, SINCE THE DISTRICT IS PROVIDING NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF TITLE AND THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH MAY AFFECT CITY'S INTEREST IN SUCH PROPERTY. A POLICY OF TITLE INSURANCE MAY SERVE TO PROTECT CITY'S INTEREST IN THE PROPERTY BEING ACQUIRED

7. IMPROVEMENTS

DISTRICT reserves unto itself the rights to any utility lines, pipelines or other facilities (hereinafter “**Improvements**”), including easements for such Improvements, currently existing within the Easements that are not shown in Official Records, regardless of whether such Improvements are apparent by physical inspection; provided such Improvements or easements for such Improvements do not unreasonably interfere with CITY’s intent to use the Easements for public road and related purposes. All rights reserved by DISTRICT pursuant to this section shall include the ability to grant such rights to others. Any such Improvements that may be disturbed by CITY’s construction on the Easements, shall be replaced, reconstructed and/or relocated at CITY’s expense in the event CITY is unable to protect said Improvements in place.

In the event CITY must reconstruct and relocate DISTRICT’s Improvements onto adjoining real property, CITY shall obtain DISTRICT’s approval, which approval shall not be unreasonably withheld, of the proposed location; and CITY shall acquire, if necessary, a transferable easement and convey said easement to DISTRICT upon DISTRICT’s approval of CITY’s construction.

8. All documents, correspondence, and communications concerning this sale and purchase transaction shall be directed as follows:

To CITY:

THE CITY OF CHINO
13220 Central Avenue
Chino, CA 91710
Attn: City Manager

To DISTRICT:

Orange County Flood Control District
c/o CEO Real Estate
400 W. Civic Center Drive, 5th Floor
Santa Ana, CA 92701
ATTN: Chief Real Estate Officer

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With copy to:

Orange County Flood Control District
c/o OC Public Works/Real Estate Services
601 N. Ross Street
Santa Ana, CA 92701
ATTN: Director, OC Public Works

9. This Agreement may be executed in counterparts, each of which when taken together shall constitute the one original.

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Attachment A

CITY hereby submits this offer with full knowledge of the terms and conditions contained herein.

CITY
CITY OF CHINO,

By: _____

DISTRICT has considered and accepts this offer.

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

By: _____
Signed by:
Michael D. Haubert
135BE61AB0194AE...
Deputy

Date: 5/11/2026

GRANTOR:
ORANGE COUNTY FLOOD CONTROL
DISTRICT

By: _____
Thomas A. Miller, Chief Real Estate Officer
Orange County, California

- Attachments:
- Attachment I - Depiction of Property
 - Attachment II - Easement Descriptions
 - Attachment III - Purchase Price Consideration
 - Attachment IV - Form Road Easement Deed(s)
 - Attachment V - Form Temporary Construction Easement Deed(s)

Attachment A

ATTACHMENT I

Depiction of Property

Attachment A

ATTACHMENT II

Easement Descriptions

Attachment A

ATTACHMENT III

Purchase Price Consideration

Attachment A

ATTACHMENT IV

Form Road Easement Deed(s)

Attachment A

ATTACHMENT V

Form Temporary Construction Easement Deed(s)

Attachment A

EXHIBIT B

Road Easement Deed

Attachment A

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

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN:

DOCUMENTARY TRANSFER TAX \$ _____

- ___ Computed on the consideration or value of property conveyed
- ___ Exempt per Revenue & Taxation Code Section 11922
- ___ Exempt from Recording Fees per Govt. Code Section 6103

By: _____
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

- Unincorporated Area
- Incorporated - City of Chino

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

THE CITY OF CHINO,
a California general law municipal corporation
hereinafter referred to as "**GRANTEE**," its, successor and assigns,

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

GRANTEE'S rights shall include rights to construct, repair, inspect and maintain as roadways, curbs, gutters, sidewalks, and landscaping ("**Facilities**") and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

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

1. CONSTRUCTION AND MAINTENANCE (PMES2.2S)

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GRANTEE shall have all construction and/or maintenance plans approved in writing by DISTRICT'S OC Public Works Director, or designee, (hereinafter referred to as "**Director**") prior to commencement of any work in, on or about the Easement Area; and upon completion of any such work, GRANTEE shall immediately notify Director in writing of such completion. Said approval shall not be unreasonably withheld, conditioned, or delayed.

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 project, commonly referred to as the Santa Ana Mainstem/Prado Dam project (hereinafter the "**Project**").

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

Should it be necessary for GRANTEE to conduct any construction or excavation activities or otherwise disturb the ground surface of the Easement Area 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 Director's written approval of all plans, and obtain a permit for construction from the County of Orange ("**County**") at no cost to GRANTEE prior to commencement of any such activities. Said approval shall not be unreasonably withheld, conditioned, or delayed, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve disturbance of the surface area.

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 in good repair and in safe condition all Facilities constructed, used or placed upon the Easement Area by or on behalf of GRANTEE pursuant to this Easement Deed.

GRANTEE shall obtain a permit from DISTRICT at no cost to GRANTEE prior to the installation of any utilities within the Easement Area.

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 the Facilities, GRANTEE shall, at Director's request and at no cost to DISTRICT, remove and/or abandon said Facilities within ninety (90) days after receipt 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.

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GRANTEE shall also execute and deliver to Director, within ninety (90) 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. 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 and about the Easement Area, which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over, 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 Project 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 Project; (ii) commit DISTRICT to any new maintenance obligation; (iii) require the installation of any water quality feature within the Project; (iv) result in increased Project operation or maintenance expenses; or (v) be inconsistent with DISTRICT'S Project 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.

4. HOLD HARMLESS (PMES7.2S)

GRANTEE acknowledges the Easement Area is in, on, over, upon and across DISTRICT'S Project and may be subject to all hazards associated with flood conditions. GRANTEE agrees to assume all risks, financial or otherwise, associated therewith.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and 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 Project, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Project 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

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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 attorneys' fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. Nothing herein shall limit GRANTEE'S rights to assert any defense to any claim pursuant to Government Code or other immunities enjoyed by GRANTEE in 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 .

5. 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.

6. 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.

DISTRICT hereby reserves for itself the right to act in accordance with the Flood Control Act including but not limited to improving, constructing, reconstructing, rehabilitating, operating and maintaining the Project facility.

DISTRICT agrees that it shall not grant to any other party, any surface, subsurface or aerial rights which unreasonably interferes with or prohibits the use by GRANTEE of the rights and easement herein granted.

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7. 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.

8. ASSIGNMENT

This Easement Deed is personal and exclusive to GRANTEE, and GRANTEE shall not assign or convey any of GRANTEE'S interest, rights, or obligations under this Easement Deed to a third party, except that GRANTEE may assign or transfer its interest in this Easement Deed to another public entity provided that GRANTEE'S interest, rights and obligations in this Easement Deed are conveyed in their entirety. In the event of a conveyance of GRANTEE’S interest in this Easement Deed, GRANTEE agrees that the instrument of conveyance shall include a provision obligating the transferee, assignee or grantee to keep, perform and be bound by all the terms, covenants and conditions of this Easement Deed. GRANTEE further agrees to record the instrument of conveyance and provide Director with a copy of the recorded document within 45 days of recording.

9. 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 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.

10. 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 facsimile and so given shall be deemed to have been given upon receipt if provided by personal delivery; or if by facsimile on the day transmitted provided transmitted by 4:30 P.M. (PT) on the receiving Party’s regular business day, otherwise delivery shall be deemed to have been given on the next business day.

To DISTRICT:

Orange County Flood Control District
c/o CEO Real Estate
400 W. Civic Center Drive, Fifth Floor
Santa Ana, CA 92701
Attn: Chief Real Estate Officer

To GRANTEE:

Attachment A

11. 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 San Bernardino, 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.

12. 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.

13. 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.

14. ATTORNEYS' 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 attorneys' fees and costs.

15. 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.

16. 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.

17. COUNTERPARTS

This Easement Deed may be executed in counterpart, each of which when taken together shall constitute the one original.

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Attachment A

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

Signed by:
Michael A. Haubert
135BE61AB0194AE...
By: _____
Deputy

Date: 5/11/2026

DISTRICT

ORANGE COUNTY FLOOD CONTROL DISTRICT

By: _____
Thomas A. Miller, Chief Real Estate Officer
County of Orange,
Pursuant to Minute Order dated

GRANTEE

CITY OF CHINO

By: _____
Name
Title

Attachment A

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____ (insert name and title of the officer), 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.

Signature _____ . (Seal)

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____ (insert name and title of the officer), 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.

Signature _____ . (Seal)

Attachment A

EXHIBIT C

TCE Deed

Attachment A

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

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

APN: Portion of _____

DOCUMENTARY TRANSFER TAX \$ _____

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

By: _____
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

- Unincorporated Area
- Incorporated - City of Chino

TEMPORARY EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged,

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

does hereby grant to

CITY OF CHINO,
a California general law municipal corporation
(hereinafter referred to as "**GRANTEE**") its, successor and assigns,

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

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

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

1. TERM

This Temporary Easement shall be effective for a maximum period of two (2) years ("**Term**"), commencing no later than thirty (30) Days after the date GRANTEE provides written notice of commencement to DISTRICT'S Director OC Public Works, or designee ("**Director**") and terminating sixty (60) Days thereafter. "**Days**" as used in this Temporary Easement shall mean calendar days.

Attachment A

2. EXTENSIONS

The Term may be extended by mutual agreement of GRANTEE and the Director. Any request for extension by GRANTEE must be in writing, shall state the requested extension period, and be forwarded to the Director via Express or Certified U.S. Postal Service, personal delivery, by courier or by overnight delivery service and addressed as provided hereinbelow in Section 8 (Notices) not less than thirty (30) Days prior to expiration of the Term of this Temporary Easement. Approval of such request shall be deemed denied unless, in Director's sole discretion, Director provides GRANTEE with written approval of the requested extension within fifteen (15) Days following receipt of the request to extend, which approval shall not be unreasonably withheld.

3. USE

GRANTEE'S rights shall include rights to GRANTEE, its officers, agents, employees, contractors and subcontractors to utilize the surface of the Easement Area to park, place, store and stockpile construction materials, tools, vehicles, storage containers, implements and other construction-related equipment and materials ("**GRANTEE'S equipment and material**") and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted. GRANTEE hereby acknowledges that the Easement Area lies within a portion of DISTRICT'S flood control project, commonly referred to as the Santa Ana Mainstem/Prado Dam project (hereinafter the "**Project**"). GRANTEE shall perform all construction and/or maintenance in such a manner that will allow for unobstructed flood control operations of the Project by DISTRICT.

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

4. GRANTEE RESPONSIBILITIES

GRANTEE shall, at no cost to DISTRICT, maintain the Easement Area in good repair and in safe condition, and protect in place any slope features, trees and/or landscaping within the Easement Area throughout the Term, including any extension period, of this Temporary Easement.

GRANTEE shall, at no cost to DISTRICT, conduct all activities, including but not limited to the storage of materials, in, on, or about the Easement Area in a safe, good and workmanlike manner and in compliance with all applicable building, fire and sanitary laws, ordinances and regulations and shall maintain all equipment, used in on or about the Easement Area in good repair and in safe condition.

GRANTEE shall, at its sole cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over and about the Easement Area which arise from GRANTEE'S use of or performance of any activities permitted to be conducted in, on, over or across the Easement Area. GRANTEE shall not accept any regulatory permit, or consent to any regulatory permit provision which may (i) affect the operation and maintenance of the Project; (ii) commit DISTRICT to any new maintenance obligation; (iii) require the installation of any water quality feature within the Project; (iv) result in increased Project operation or maintenance expenses; or (v) be inconsistent with DISTRICT'S Project 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 it its issuance.

In addition, GRANTEE shall ensure that all activities in, on, over or about the Easement Area are performed

Attachment A

in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances or permits, applicable to such activities, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the municipal stormwater drainage system or into the waters of the state.

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

5. CONDITION OF EASEMENT AREA UPON TERMINATION

Prior to the expiration of this Temporary Easement, 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 the Director's satisfaction. Said restoration shall include, but not be limited to the removal of construction materials (including stockpiled material), equipment, trash, debris, and restoration of pre-existing grades and landscaping

6. HOLD HARMLESS (PMES7.2S)

GRANTEE acknowledges the Easement Area is in, on, over, upon and across DISTRICT'S Project and may be subject to all hazards associated with flood conditions. GRANTEE agrees to assume all risks, financial or otherwise, associated therewith.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and County of Orange ("COUNTY") including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Temporary Easement, including any damage to or interruption of use of GRANTEE'S equipment 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 or death of any persons, or loss of or damage to any property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Temporary Easement by GRANTEE, its agents, officers, employees, invitees or licensees, except for liability arising out of the concurrent active or sole negligent acts 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 attorneys' fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

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

GRANTEE or GRANTEE'S employees, agents, independent contractors or invitees ("GRANTEE Parties") shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, stored used, generated, released into the environment or disposed of, on, under, from, in on or about the Easement Area. Notwithstanding the foregoing, GRANTEE or GRANTEE Parties may use or keep small quantities of

Attachment A

Hazardous Materials on the Easement Area that are used in the ordinary, customary and lawful construction operations conducted on the Easement Area. If GRANTEE or GRANTEE Parties breach(es) 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 having been introduced, placed or released by GRANTEE, and therefore being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition 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.

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

This Temporary Easement 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 the 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.

9. NOTICES (PMES12.1S)

All notices, documents, correspondence and communications concerning this Temporary Easement shall be addressed as set forth in this Section, or as the Parties may hereafter designate by 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) 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 courier service such as FedEx, and so delivered shall be deemed to have been given upon receipt.

To DISTRICT:

Orange County Flood Control District
 c/o CEO Real Estate
 400 W. Civic Center Drive, Fifth Floor
 Santa Ana, CA 92701
 Attn: Chief Real Estate Officer

To GRANTEE:

City of Chino
 Attn: Mike Bhanatanwin
 13220 Central Avenue
 Chino, CA 91710

Attachment A

10. VENUE (PMES13.1S)

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

11. WAIVER OF RIGHTS (PMES14.1S)

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

12. SEVERABILITY (PMES15.1S)

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

13. ATTORNEYS' FEES (PMES16.1S)

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

14. 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.

15. AUTHORITY (PMES20.1S)

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

16. RECORDATION PROHIBITED

The Parties agree this Temporary Easement shall not be recorded unless mutually agreed upon in writing by Director and GRANTEE. If recorded, GRANTEE agrees to execute and deliver to Director for recordation in the Official Records of Riverside County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Temporary Deed from title, within sixty (60) Days following the expiration or sooner termination of this Temporary Easement.

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Attachment A

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

By: Michael A. Haubert
Deputy 135BE61AB0194AE...

Date: 5/11/2026

DISTRICT

ORANGE COUNTY FLOOD CONTROL DISTRICT

By: _____
Thomas A. Miller, Chief Real Estate Officer
County of Orange, California

GRANTEE'S signature appears on following page.

Attachment A

GRANTEE

Approved as to Form:

CITY OF CHINO,
a municipal corporation

By: _____

By: _____

Date: _____

ACKNOWLEDGMENT

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

State of California
County of _____

On _____ before me, _____ (insert name and title of the officer), 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.

Signature _____ . (Seal)

EXHIBIT D

Right-of-Way Areas

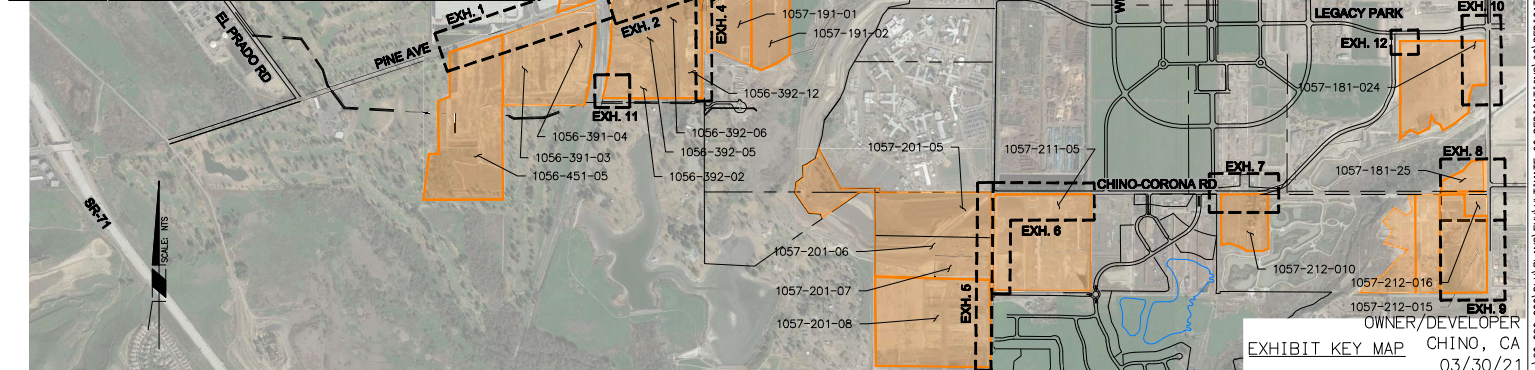
Attachment A

	Road Easement	Combined Easements (Landscape, Access, Drainage, Sewer)	Temporary Construction Easement
	(SQ FT)	(SQ FT)	(SQ FT)
1056-451-05	13,247	0	6,969
1056-391-03	17,511	0	8,704
1056-391-04	3,180	0	2,336
1056-381-08	15,193	0	4,842
1056-392-05	10,568	63,035	17,455
1056-392-06	3,886	16,861	14,860
1056-271-02	7,910	4,797	3,373
1056-271-03	5,177	4,665	2,351
1056-271-04	4,779	4,177	3,638
1056-271-05	8,299	7,279	3,745
1056-281-02	10,212	11,760	3,344
1056-392-12	0	20,440	21,516
1056-392-11	1,589	19,468	15,279
1057-191-01	61,586	17,618	146,179
1057-191-02	0	14,623	0
1057-201-08	4,115	148,373	27,033
1057-201-07	5,310	15,162	7,200
1057-201-06	4,672	11,727	8,477
1057-201-05	11,258	15,888	25,480
1057-211-05	43,382	37,079	132,531
1057-212-010	3,715	0	13,729
1057-181-25	3,536	3,713	5,051
1057-212-016	5,967	4,712	6,282
1057-212-015	18,702	14,766	19,688
1057-181-024	9,408	12,548	21,920

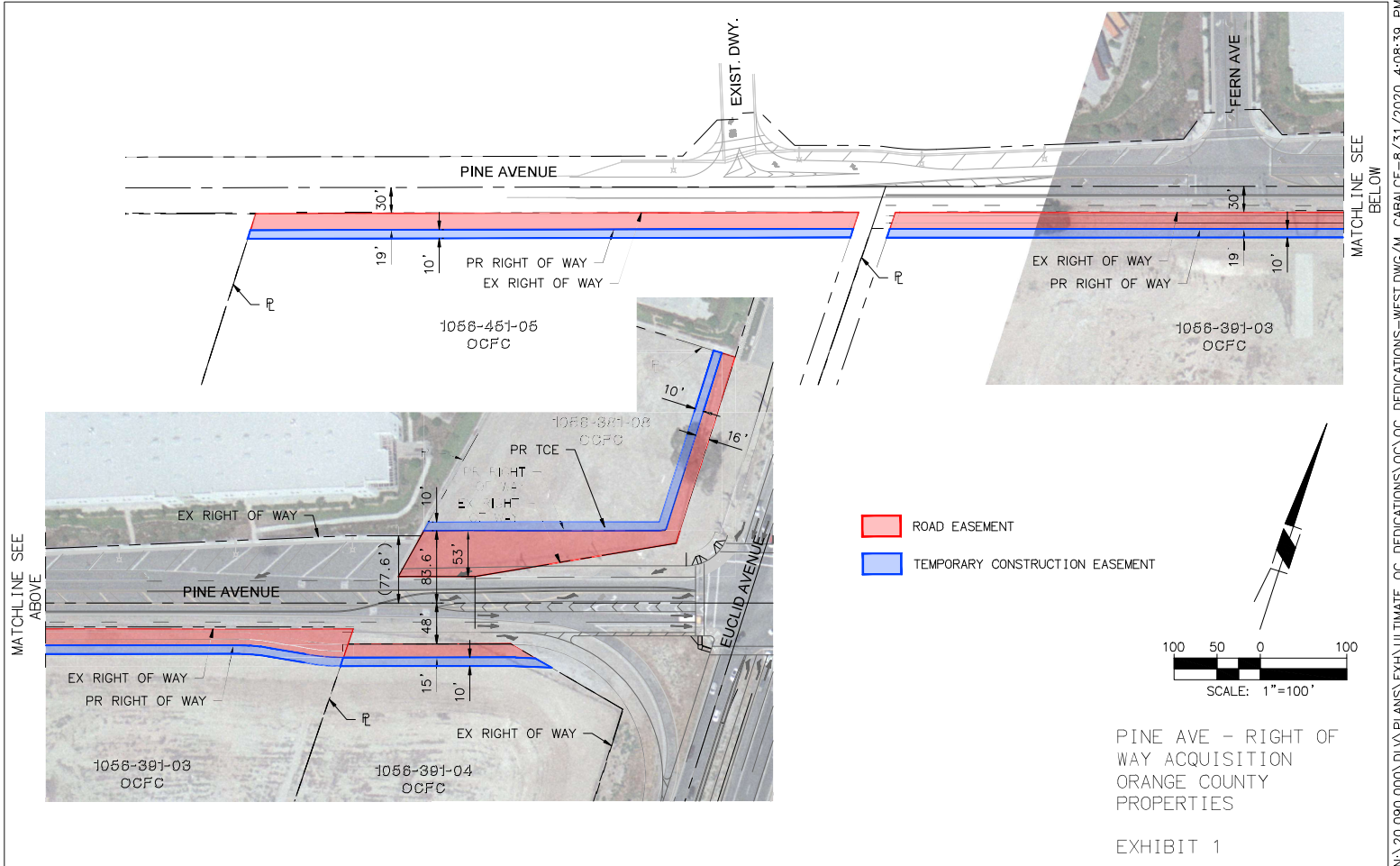
NOTE:

VALUES ARE APPROXIMATE BASED ON APN MAPS

ORANGE COUNTY FLOOD CONTROL DISTRICT



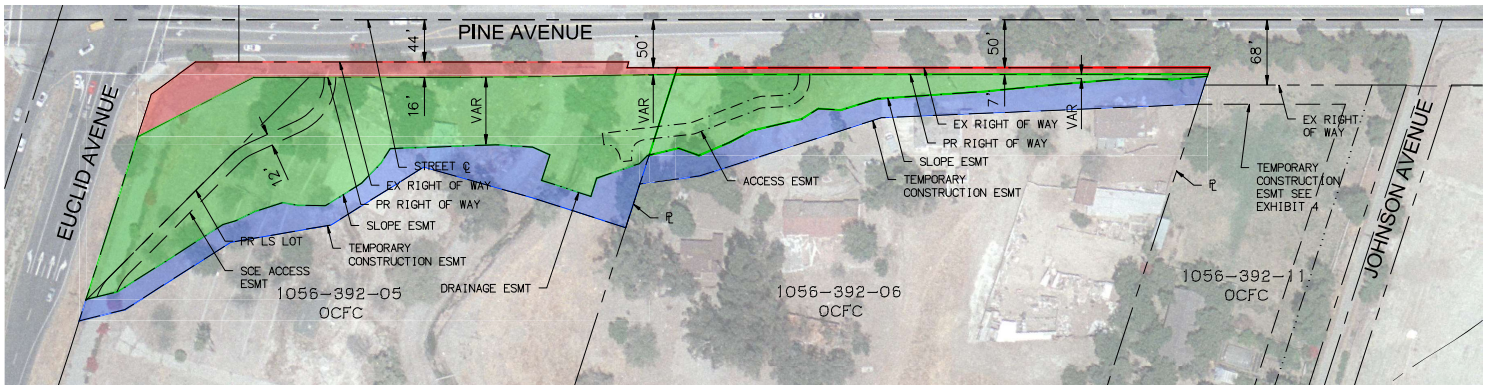
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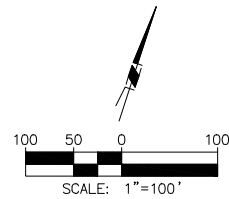
PINE AVE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES

EXHIBIT 1

Attachment A

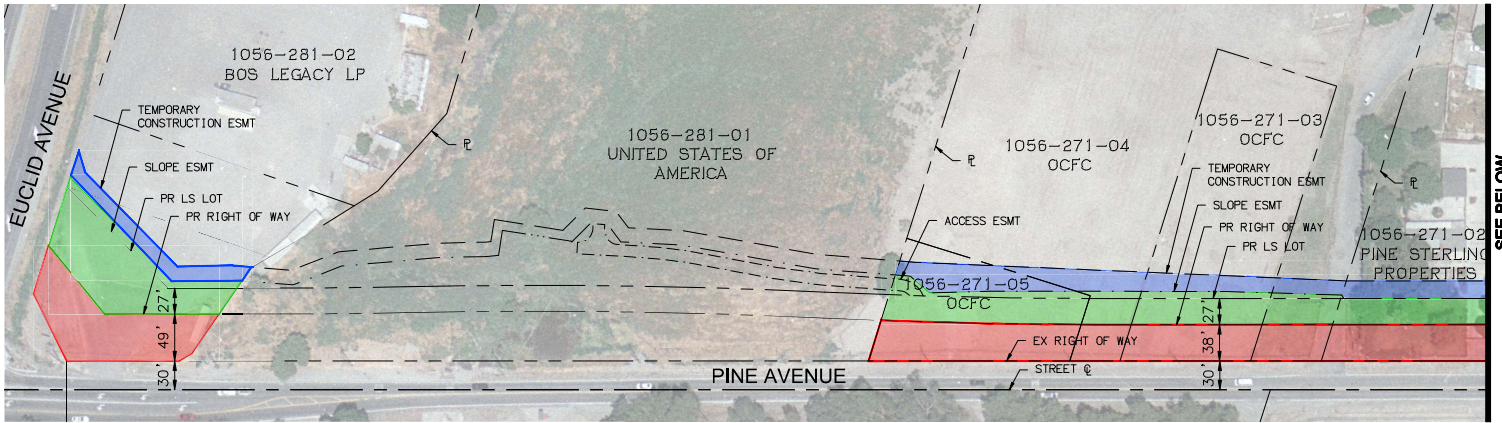


- ROAD EASEMENT
- LANDSCAPE, SLOPE, ACCESS, DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

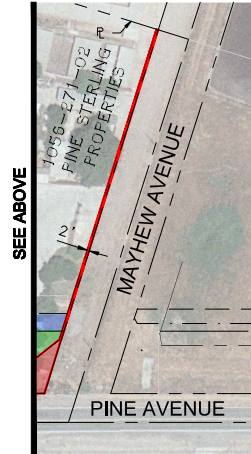
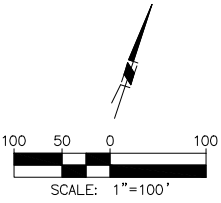


PINE AVENUE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY
PROPERTIES-SOUTH

EXHIBIT 2

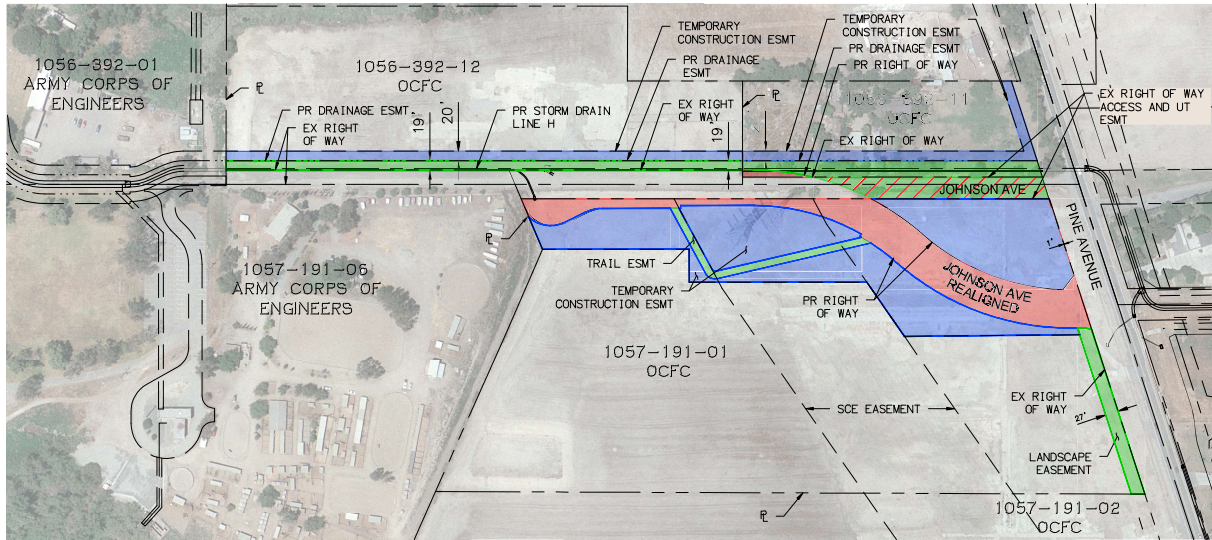






- ROAD EASEMENT
- LANDSCAPE, SLOPE AND ACCESS EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

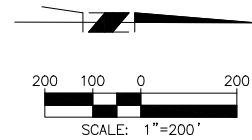


PINE AVENUE - RIGHT OF WAY ACQUISITION
 ORANGE COUNTY-NORTH
 EXHIBIT 3

SEE BELOW

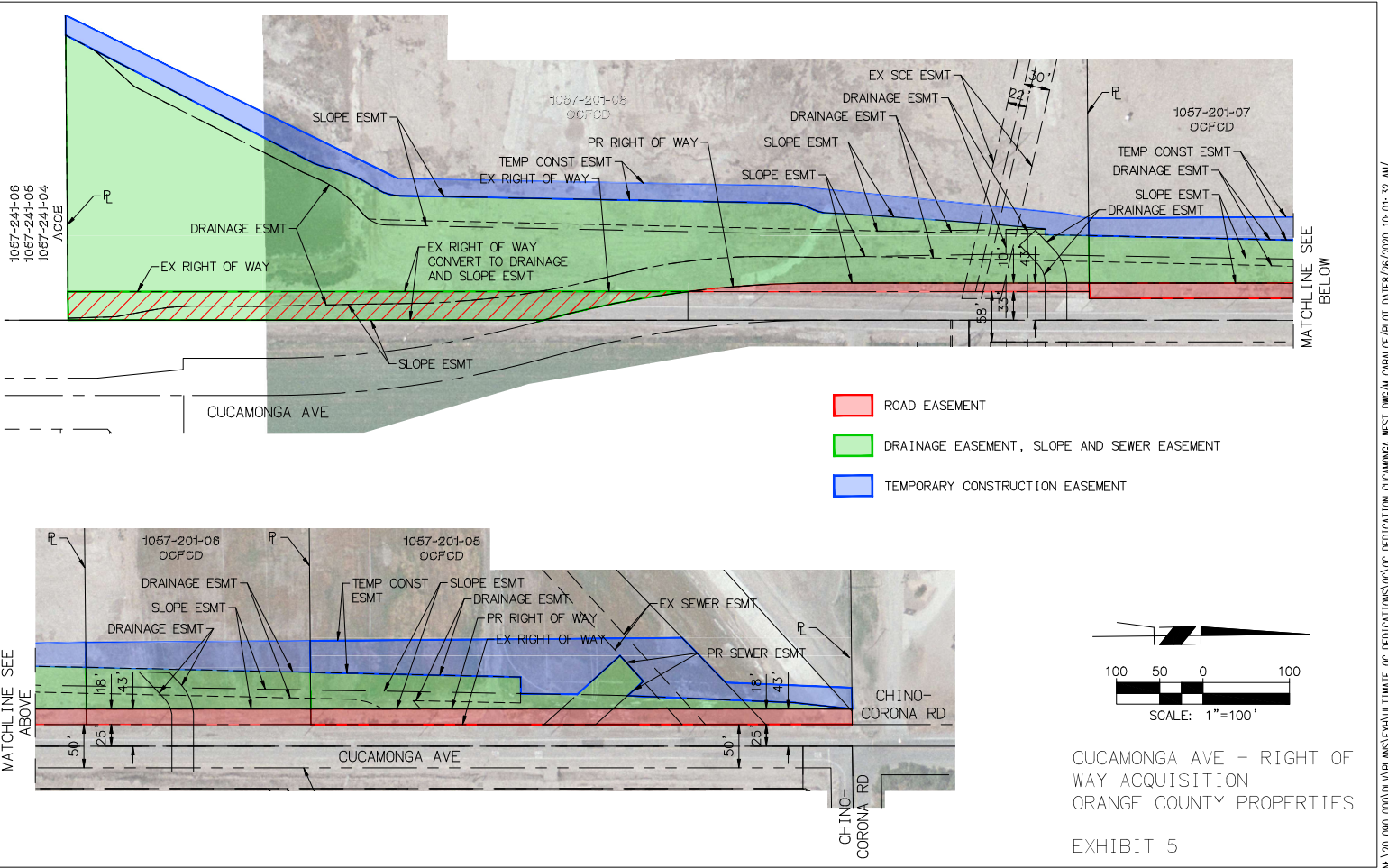


-  ROAD EASEMENT
-  DRAINAGE, TRAIL AND LANDSCAPE EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING RIGHT OF WAY TO BE RETAINED BY CITY



PINE AVENUE - RIGHT OF WAY
ACQUISITION
ORANGE COUNTY PROPERTIES-SD LINE H
EXHIBIT 4

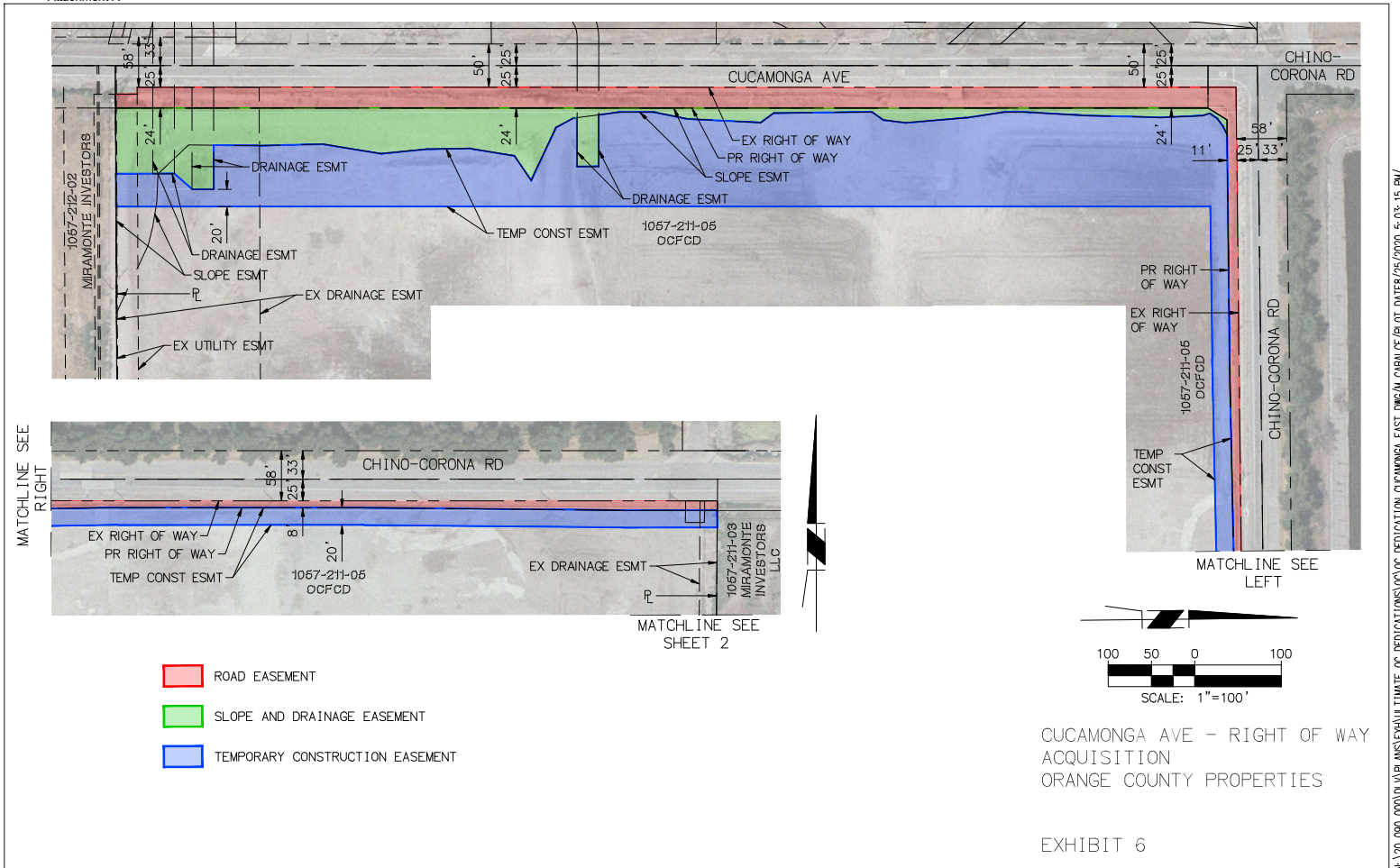
Attachment A



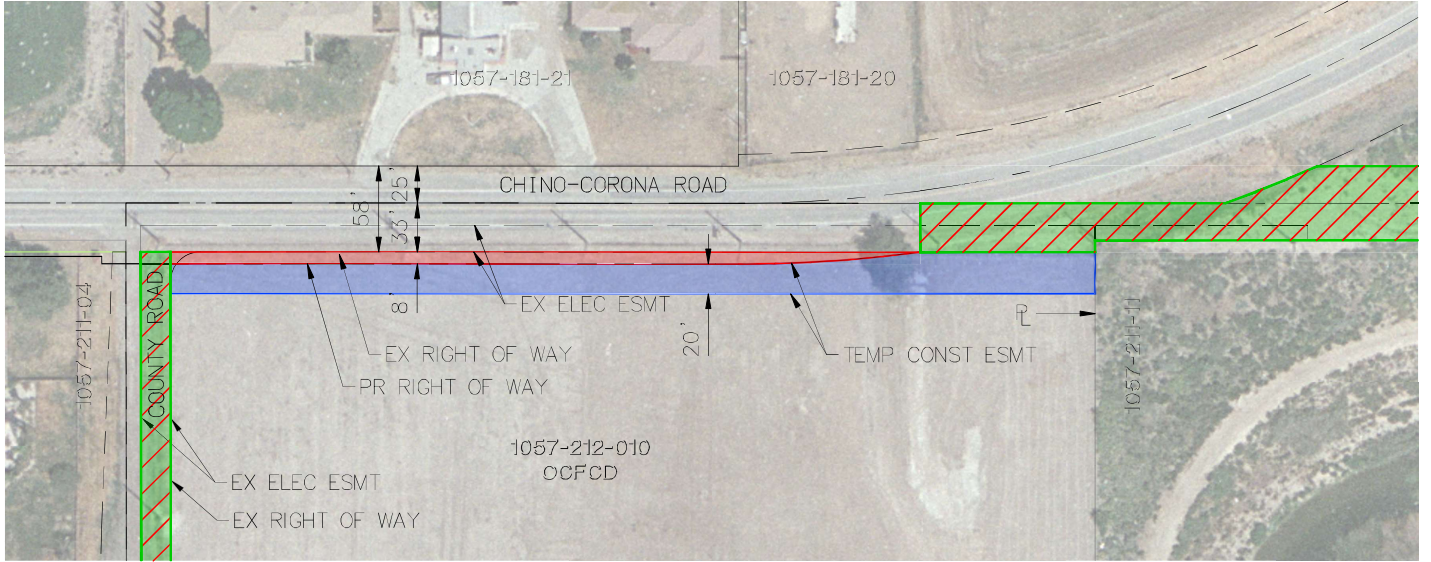
CUCAMONGA AVE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES
EXHIBIT 5

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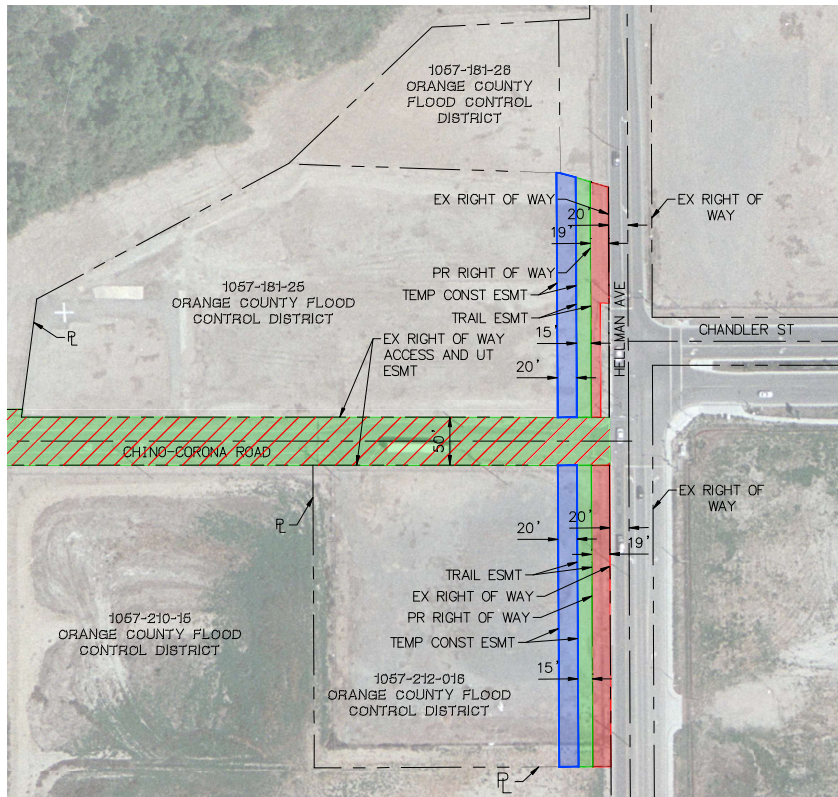






- ROAD EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- EXISTING RIGHT OF WAY TO BE RETAINED BY CITY

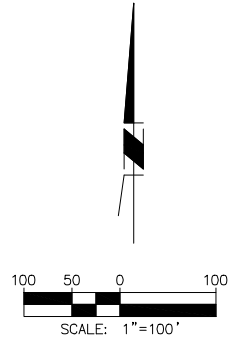


CHINO-CORONA RD - RIGHT OF WAY ACQUISITION
 ORANGE COUNTY PROPERTIES
 EXHIBIT 7

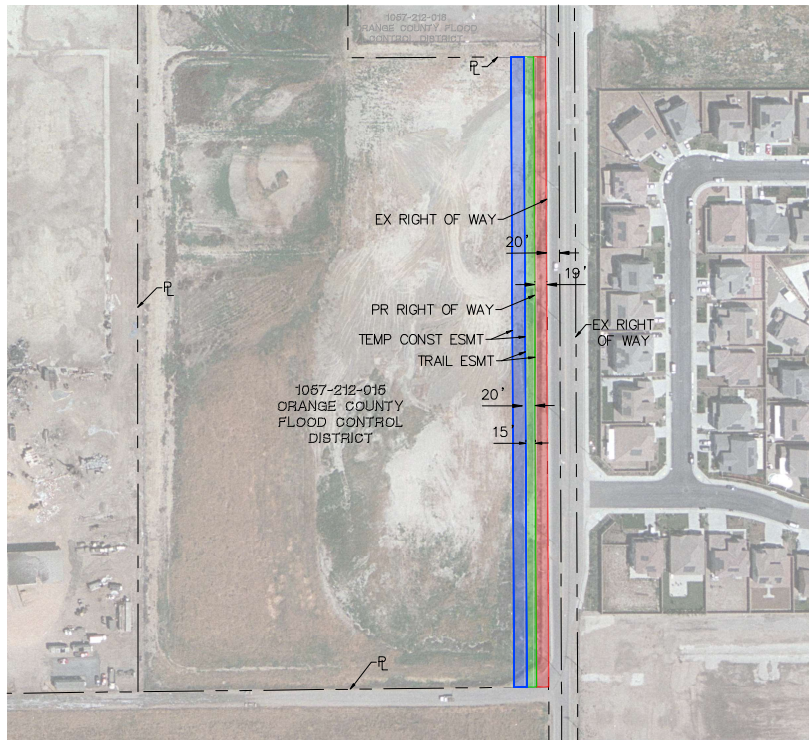
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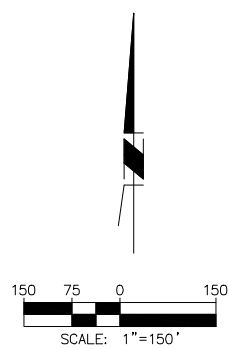
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-  TEMPORARY CONSTRUCTION EASEMENT
-  EXISTING RIGHT OF WAY TO BE RETAINED BY CITY
-  TRAIL EASEMENT



HELLMAN AVENUE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES
EXHIBIT 8



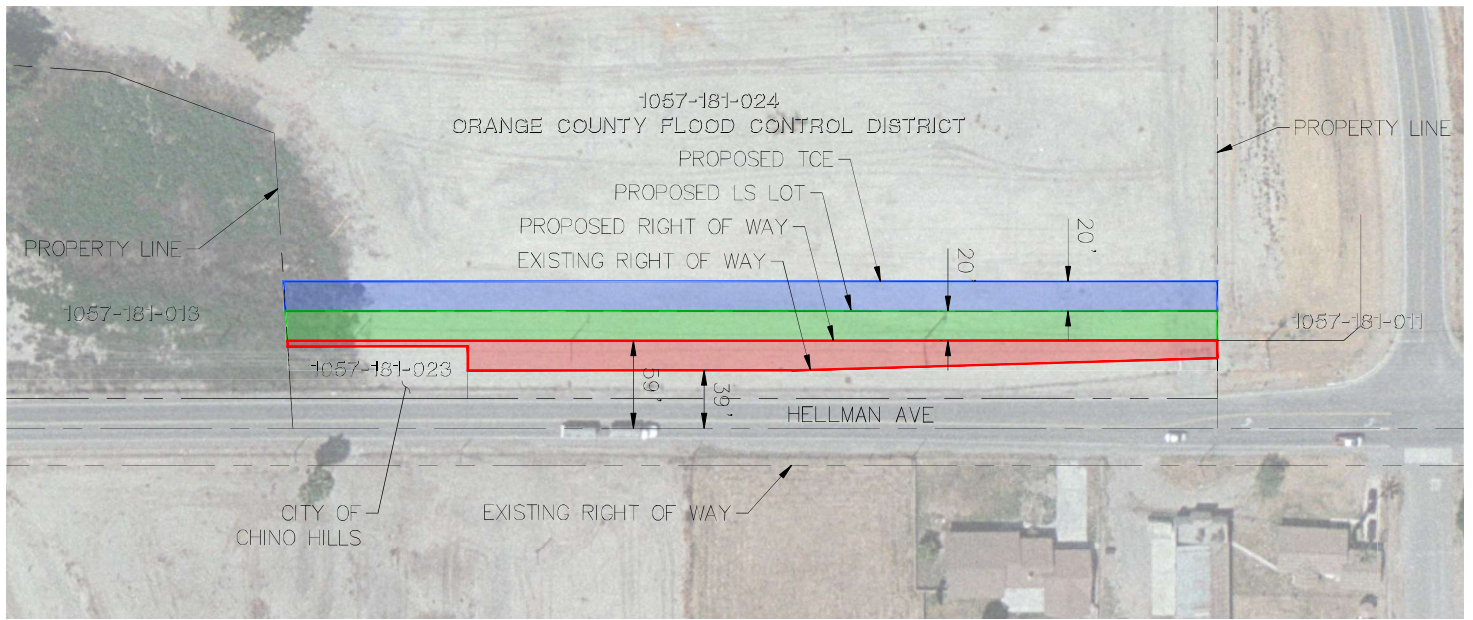
- ROAD EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- TRAIL EASEMENT






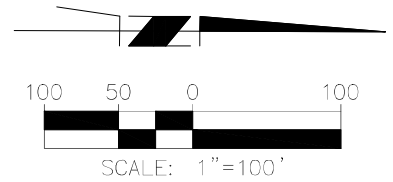
HELLMAN AVENUE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES
EXHIBIT 9

N:\20-090-000\DWPLANS\EXH\ULTIMATE_OC_DEDICATIONS\OC_DEDICATIONS_HELLMAN-SOUTH.DWG / 2020 9:26:35 AM/

Attachment A



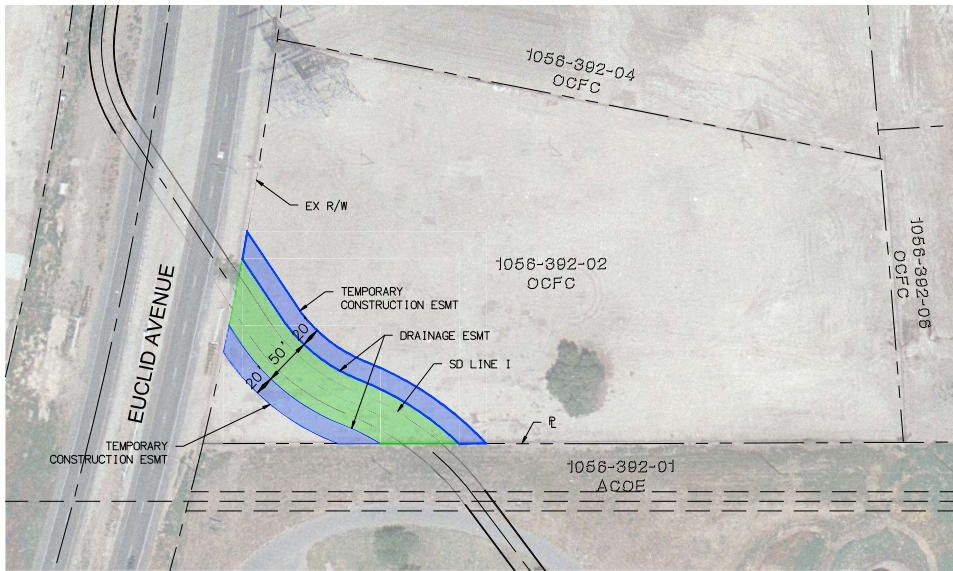
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-  TEMPORARY CONSTRUCTION EASEMENT
-  ROAD EASEMENT



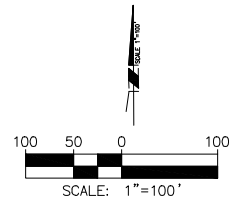
HELLMAN AVENUE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES

EXHIBIT 10

Attachment A



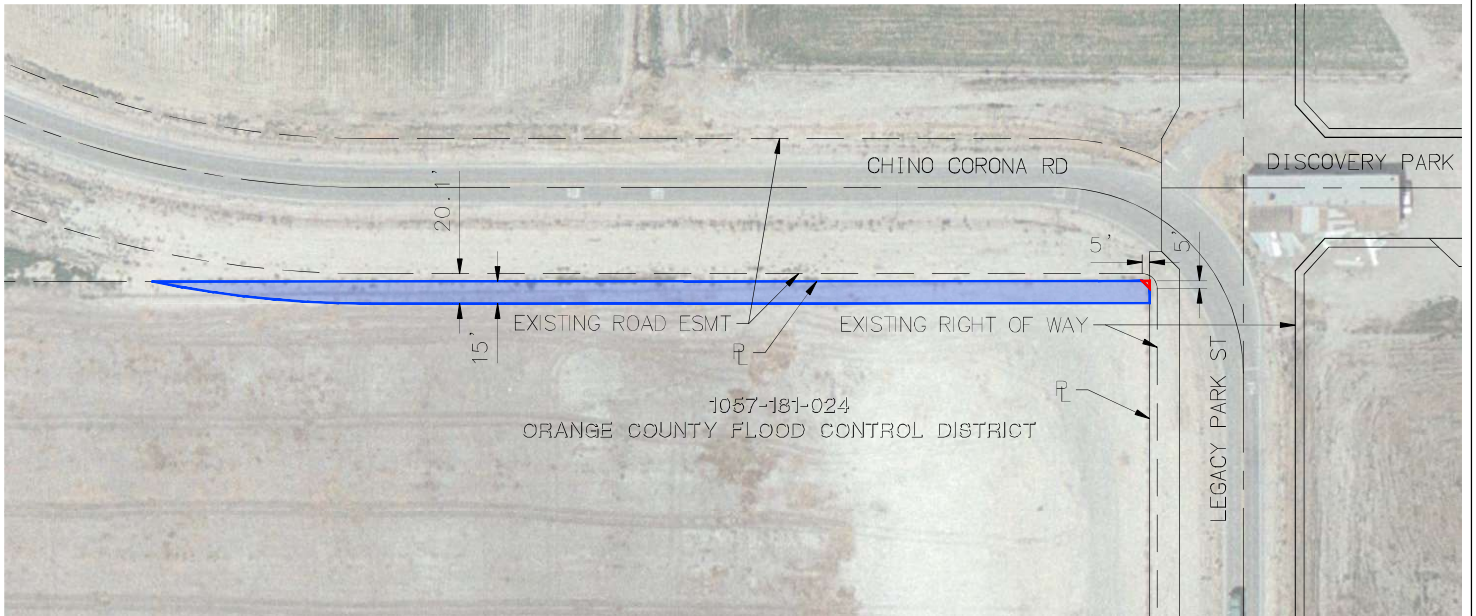
- DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT





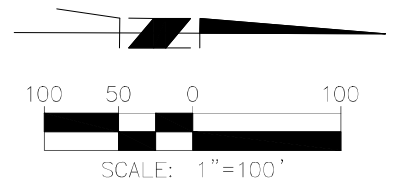
PINE AVENUE - RIGHT OF
WAY ACQUISITION
ORANGE COUNTY
PROPERTIES-SOUTH

EXHIBIT 11

Attachment A



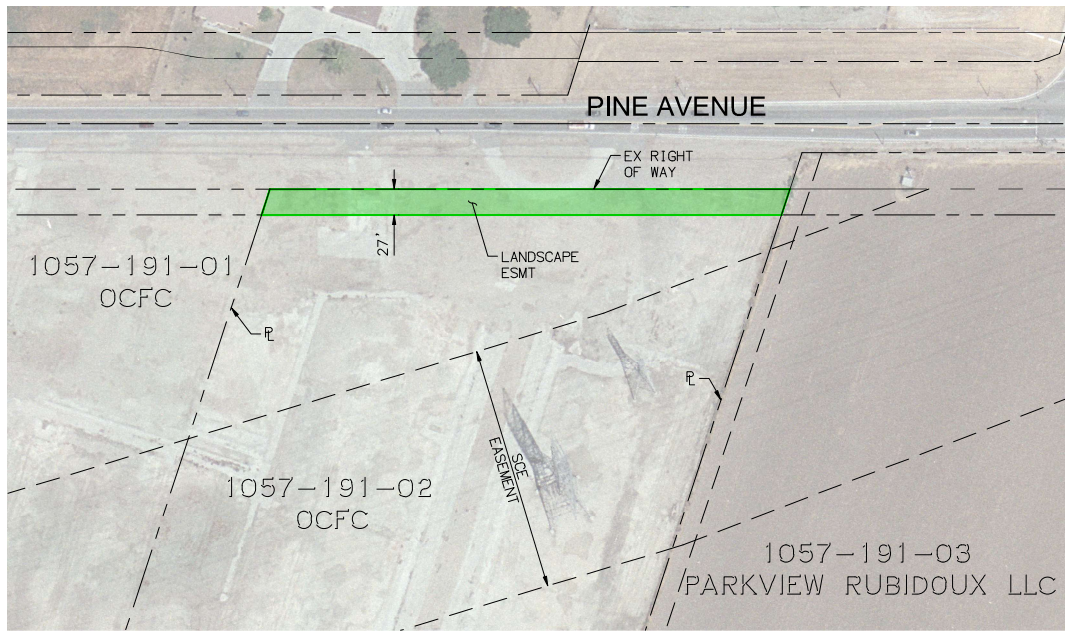
-  ROAD EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT




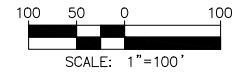
HELLMAN AVENUE - RIGHT OF WAY ACQUISITION
ORANGE COUNTY PROPERTIES

EXHIBIT 12

Attachment A



 LANDSCAPE EASEMENT



PINE AVENUE - RIGHT OF WAY
ACQUISITION
ORANGE COUNTY PROPERTIES
1057-191-02
EXHIBIT 13

Attachment A

EXHIBIT E

Purchase Price Consideration

Attachment A

<u>No.</u>	<u>APN</u>	<u>Road Easement SE</u>	<u>Combined Easements SF</u>	<u>Temp. Construct. Easement(TCE) SF</u>	<u>Est. FMV for Road Easements</u>	<u>Est. FMV for Combined Easements</u>	<u>Est. FMV for TCEs</u>	<u>Total Est. ROW FMV</u>
1	1056-451-05	13,247	0	6,969	\$19,871	\$0	\$2,091	\$21,961
2	1056-391-03	17,511	0	8,704	\$26,267	\$0	\$2,611	\$28,878
3	1056-391-04	3,180	0	2,336	\$4,770	\$0	\$701	\$5,471
4	1056-381-08	15,193	0	4,842	\$22,790	\$0	\$1,453	\$24,242
5	1056-392-05	10,568	63,035	17,455	\$15,852	\$47,276	\$5,237	\$68,365
6	1056-392-06	3,886	16,861	14,860	\$5,829	\$12,646	\$4,458	\$22,933
7	1056-271-02	7,910	4,797	3,373	\$11,865	\$3,598	\$1,012	\$16,475
8	1056-271-03	5,177	4,665	2,351	\$7,766	\$3,499	\$705	\$11,970
9	1056-271-04	4,779	4,177	3,638	\$7,169	\$3,133	\$1,091	\$11,393
10	1056-271-05	8,299	7,279	3,745	\$12,449	\$5,459	\$1,124	\$19,031
11	1056-281-02	10,212	11,760	3,344	\$15,318	\$8,820	\$1,003	\$25,141
12	1056-392-12	0	20,440	21,516	\$0	\$15,330	\$6,455	\$21,785
13	1056-392-11	1,589	19,468	15,279	\$2,384	\$14,601	\$4,584	\$21,568
14	1057-191-01	61,586	17,618	146,179	\$92,379	\$13,214	\$43,854	\$149,446
15	1057-191-02	0	14,623	0	\$0	\$10,967	\$0	\$10,967
16	1057-201-08	4,115	148,373	27,033	\$6,173	\$111,280	\$8,110	\$125,562
17	1057-201-07	5,310	15,162	7,200	\$7,965	\$11,372	\$2,160	\$21,497
18	1057-201-06	4,672	11,727	8,477	\$7,008	\$8,795	\$2,543	\$18,346
19	1057-201-05	11,258	15,888	25,480	\$16,887	\$11,916	\$7,644	\$36,447
20	1057-211-05	43,382	37,079	132,531	\$65,073	\$27,809	\$39,759	\$132,642
21	1057-212-10	3,715	0	13,729	\$5,573	\$0	\$4,119	\$9,691

Attachment A

22	1057-181-25	3,536	3,713	5,051	\$5,304	\$2,785	\$1,515	\$9,604
23	1057-212-16	5,967	4,712	6,282	\$8,951	\$3,534	\$1,885	\$14,369
24	1057-212-15	18,702	14,766	19,688	\$28,053	\$11,075	\$5,906	\$45,034
25	1057-181-24	9,408	12,548	21,920	\$14,112	\$9,411	\$6,576	\$30,099

TOTAL	273,202	448,691	521,982	\$409,803	\$336,518	\$156,595	\$902,916
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Value/SF	\$1.50	\$0.75	\$0.30
Value/SF/Yr	N/A	N/A	\$0.15

EXHIBIT F

Fill Dirt Agreement – Borrow Site No. 1

AGREEMENT REGARDING FILL DIRT AND RELEASE

This Agreement Regarding Fill Dirt and Release (the “**Agreement**”) is made and entered into effective as of this _____ day of _____, 2026, by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT (the “**District**”) a body corporate and politic, and the CITY OF CHINO (“**City**”), a municipal corporation. The District and City are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. The District is the fee simple owner of the real property at the southwest corner of Pine Avenue and Johnson Avenue located at a portion of 16532 Johnson Avenue (Assessor’s Parcel Number 1056-392-11-0000), and a portion of 7215 Pine Avenue (Assessor’s Parcel No. 1056-392-06-0000), plus the well sites 1056-392-07-0000, 1056-392-08-0000 and 1056-392-09-0000 located in the City of Chino in San Bernardino County, California 91708 as shown on **Exhibit A**, attached hereto and incorporated herein (“**District Property**”).

B. The City desires fill dirt from the District Property for purposes of completing adjacent Pine Avenue road improvement projects.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises set forth in this Agreement, the sufficiency of which is hereby acknowledged, and based on the facts stated in the Recitals above, which are incorporated herein as though fully set forth, the Parties agree to the following:

1. Conditions Precedent. The consummation of the transactions contemplated by this Agreement are contingent upon the satisfaction of the following conditions (“**Conditions Precedent**”). Prior to any work being performed on the District Property, the District shall have the right to receive from the City, review, and approve (which approval shall not be unreasonably withheld, conditioned, or delayed) any and all grading plans for the District Property approved by the City or any other governmental agency in connection with the City’s adjacent City road projects, and any grading plans for removal of fill materials from the District Property and restorative grading of the District Property after removal (“**Grading Plans**”). The Parties acknowledge and agree that the District has reviewed conceptual grading plans presented by the City to the District on _____, 2026, pertaining to proposed grading on the District Property. Based on this initial review of the conceptual grading plans, the District concluded that the proposed grading would not unreasonably interfere with the District’s use and was acceptable. The District’s review of the conceptual grading plans did not, however, constitute an approval of those grading plans and nothing herein shall constitute a pre-commitment on the part of the District to formally approve the conceptual grading plans in the future. The District agrees to cooperate with the City in reviewing and developing grading plans that would be acceptable to the District and the United States Army Corps of Engineers (“**Corps**”). Without limited the foregoing language, the District agrees that the City shall be entitled to approximately 46,000 cubic yards of fill as set forth in **Exhibit A**.

Attachment A

2. **Cooperation.** The District agrees to reasonably cooperate with the City by executing any documents as may be reasonably required in connection with the City's efforts to satisfy the Conditions Precedent, including, without limitation, any documents requested by the Corps, or any other governmental agency.

3. **Termination of Agreement.** In the event any of the Conditions Precedent are not either satisfied on or before the date specified for satisfaction of each respective condition, or expressly waived by the Parties in writing, any Party shall have the right to terminate this Agreement by delivery of written notice to the other Parties. In the event of such termination, none of the Parties shall thereafter have any obligations to, or rights against, the other under this Agreement, except provisions herein which expressly survive termination. Notwithstanding anything to the contrary in the foregoing, this Section 3 shall not apply in the event of breach of this Agreement by any Party.

4. **Agreement to Transfer and Accept Fill Dirt.** Subject to all of the terms, conditions, and provisions of this Agreement and the License issued in accordance with the provisions of Section 4.A, below, and for the consideration herein set forth, effective upon the satisfaction of the Conditions Precedent set forth above, the District agrees to allow the City, as City's sole responsibility and liability and at City's sole expense, to excavate and transfer fill dirt from the District Property to adjacent City road projects, pursuant to Grading Plans approved by the District, in a volume not to exceed, in the aggregate, a total of 46,000 cubic yards, and the City agrees to accept the transfer of such fill dirt and to be responsible for its complete removal from the District Property and transportation to the adjacent City road project. Nothing herein is intended to limit the City's placement of additional fill dirt from other sources necessary to complete the City's road project. The City, as its sole responsibility and liability and at its sole expense, shall restore and re-grade the District Property pursuant to the aspect of the Grading Plans approved by the District that pertain to the District Property. The District's staff shall be permitted to inspect and approve the restoration of the District Property to ensure that restoration adheres to the Grading Plans approved by the District.

A. *License.* Upon final approval of the Grading Plans by the District and fulfillment of the other Conditions Precedent, above, the District will grant to the City and its agents, employees, representatives, and contractors, a non-exclusive temporary irrevocable license ("**License**"), for ingress and egress to the District Property to allow the City to excavate and remove the fill dirt set forth in Section 4, above. The License shall be in the form of a County Public Property Permit issued by OC Public Works/Public Property Permits ("**CPP Process**") and at no cost to City, and subject to the conditions set forth in the permit during the CPP Process.

B. *Term.* The term of the License shall commence upon the satisfaction of the Conditions set forth above and shall terminate upon the earlier of (1) the completion of City's removal of the fill dirt set forth in Section 4, above; or (2) January __, 2030, unless otherwise extended in a writing signed by the Parties.

C. *Insurance.* City agrees to maintain a program of self-insurance or commercial insurance and provide to the District current Certificates of Insurance, including all endorsements if commercially insured required herein, necessary to satisfy the District that the insurance provisions of this Agreement have been complied with. City shall keep such insurance

Attachment A

coverage current, provide Certificates of Insurance and endorsements if commercially insured to the District during the entire term of this Agreement.

City agrees that City shall not operate on District Property at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of District.

If City fails to provide District with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the License, District and City agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to City, said material breach shall permit District to take whatever steps necessary to interrupt any operation from or on District Property, and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the District Property until such time as District is provided with adequate evidence of insurance required herein.

All contractors performing work on behalf of City pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for City. City shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the City under this License. It is the obligation of the City to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within District Property. Such proof of insurance must be maintained by City through the entirety of this Agreement and be available for inspection by a District representative at any reasonable time.

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability (including broad form property damage and contractual liability)	\$3,000,000 combined single limit per occurrence;
Comprehensive Automobile Liability (including coverage for owned, non- owned and hired automobiles)	\$2,000,000 combined single limit
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability	\$1,000,000 per claims-made or occurrence

Each commercial policy of insurance must be obtained and held from a company or companies licensed to do business in the State of California, having a general policyholders' rating of not less than an "A-" and a financial rating of not less than (VIII) in the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.

Attachment A

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements if Commercially Insured

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the certificate of insurance:

- (1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- As Required by Written Agreement.
- (2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the District and/or the County of Orange shall be excess and non-contributing.
- (3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO form CG2010 (ed. 11/85).

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- (1) An Additional Insured endorsement naming the County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents as Additional Insureds.
- (2) A primary and non-contributing endorsement evidencing that Licensee's insurance is primary and any insurance or self-insurance maintained by District and/or the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents***. Blanket coverage may also be provided which will state- ***As Required by Written Agreement***.

Attachment A

All insurance policies required by this contract shall waive all rights of subrogation against the ***County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, and agents*** when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the District 30 days' notice in the event of cancellation and 10 days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

If City's Pollution Liability policy is a claims-made policy, City shall agree to the following:

- (1) The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Contract services.
- (2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement services, City must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Agreement.

Insurance certificates should be emailed to insurance.ceore@ocgov.com and printed copies shall be forwarded to the District address provided in the Clause 6.H (Notices) below or to an address provided by Director.

The District expressly retains the right to require City to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by the County's Risk Manager as appropriate to adequately protect the District.

The procuring of such required policy or policies of insurance shall not be construed to limit the City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor in any way to reduce the policy coverage and limits available from the insurer.

D. *Indemnity.* The City hereby agrees to indemnify, defend, and hold harmless the District and County, and their respective members, partners, officers, directors, and representatives from and against any and all losses, damages, claims, liabilities, obligations, causes of action, proceedings, costs, and expenses, including without limitation, reasonable attorneys' fees, arising from the City's entry upon, excavation, grading or use of the District Property, but excluding claims arising from the concurrent active or sole negligence of District and/or County, their officers, agents, employees and contractors. The City's indemnification and insurance obligations under this Agreement shall survive the termination of the License and this Agreement.

Attachment A

E. *Liens.* The City shall keep the District Property free and clear of all mechanics' and materialmen's liens on account of work performed, materials provided or services rendered for the City or persons claiming under the City. In the event such lien is filed against the District Property, the City shall promptly pay such lien or post a bond in the amount required by statute to remove such lien.

F. *Conditions of Fill Dirt.* The District makes no representations or warranties as to the condition of the fill dirt that is the subject of this Agreement. The City acknowledges that the District has owned the District Property for a limited time and previous owners used the District Property as a dairy or other similar purpose. The District shall give the City access to the District Property to do reasonable investigations and the City is solely responsible at its cost to perform any investigations to determine if the material is free of any hazardous materials and is otherwise suitable for use as fill material for the City's use. The City takes the fill material "as is" and subject to any additional conditions imposed by the Corps.

5. **Release.** In consideration of the District's agreements and obligations set forth herein, the City, on behalf of itself and all of its partners, contractors, successors, agents, directors, and officers (the "**City Releasors**"), release the District and the County, and their respective members, partners, employees, agents, officers, directors, and representatives (the "**District Releasees**") from any and all rights and claims and potential rights and claims arising from or related to the District's Property. In connection with the foregoing releases, the City Releasors expressly agree to waive any and all rights which they or any of them may have under Section 1542 of the California Civil Code 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.

6. **Miscellaneous Provisions.**

A. *Authority to Execute and Bind.* Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the Party to this Agreement. Unless otherwise specified herein, the actions required to be taken by District in the implementation of this Agreement are delegated to the CEO Real Estate Officer or designee, who shall be District's representative in all matters pertaining to this Agreement.

B. *Entire Agreement.* This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations, or promises between the Parties concerning the matters contained herein.

Attachment A

C. *Governing Law.* This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

D. *Successors-in-Interest.* This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the Parties.

E. *Understanding of Agreement.* This Agreement has been negotiated in good faith and each of the Parties represents and warrants that in executing this Agreement they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

F. *Legal Representation.* The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent, and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

G. *Legal Fees and Costs.* Except as otherwise provided in this Agreement, each of the Parties shall bear all costs and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

H. *Notices.* In the event that any notice is given under this Agreement, it shall be personally delivered, in which case it shall be effective upon delivery, or may be mailed by certified mail, which notice shall become effective three (3) days after mailing, to the addresses set forth below:

To the City: City of Chino
13220 Central Avenue
Chino, CA 91710
Attn: City Manager

With a copy to: _____

Attachment A

To the District: County of Orange
c/o CEO/Corporate Real Estate
Attn: Chief Real Estate Officer
400 W. Civic Center Drive, Fifth Floor
Santa Ana, CA 92701
Thomas.Miller@ceo.oc.gov

With copies to: Orange County Flood Control District
ATTN: Director, OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Kevin.Onuma@ocpw.ocgov.com

Jeffrey Stock, Deputy County Counsel
Office of the Orange County Counsel
400 W. Civic Center Drive, Suite 202
Santa Ana, CA 92701
Jeffrey.Stock@coco.oc.gov

Any Party may change its address for notices by giving notice to the other Parties in the manner herein provided or may request that not more than two (2) additional copies of any notice be sent to addresses specified in a notice to the other Party given pursuant to this Section.

I. *Required Actions.* The Parties agree to execute such instruments and documents and to diligently undertake such actions that may be required in order to consummate the agreements contemplated herein and shall use their best efforts to accomplish the closing in accordance with the provisions hereof.

J. *Severability.* Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any part, term, portion or provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable and in full force and effect.

K. *Captions and Headings.* The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

L. *Exhibits.* All exhibits attached hereto and referred to herein are expressly incorporated herein.

M. *Amendment to Agreement.* This Agreement may only be amended by written agreement executed by all of the Parties.

N. *Waiver.* The waiver of failure to enforce any provisions of this Agreement shall not operate as a waiver of any future breach of any of the provisions or any other provision hereof.

Attachment A

O. *Counterparts.* This Agreement may be executed in one or more counterparts, by either an original signature or signature transmitted by facsimile or electronic transmission or other similar process, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

P. *No Inferences of Intent Based on Prior Drafts.* Neither the initial inclusion in any drafts of this Agreement of any provisions that were subsequently deleted nor their deletion shall give rise to any construction or inference that the Parties intended anything by such deletion other than that the provisions not be part of this specific Agreement. The subject matter of such deleted provisions shall be governed by applicable law and/or by any subsequent agreements of the Parties.

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Attachment A

IN WITNESS WHEREOF, the parties have executed this Agreement Regarding Fill Dirt and Release as of the day and year first above written.

DATED: _____ CITY OF CHINO:

By: _____

By: _____

APPROVED AS TO FORM:

DATED: _____

By: _____

Attorneys for the City of Chino

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Attachment A

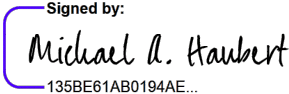
DATED: _____ ORANGE COUNTY FLOOD CONTROL DISTRICT:

By: _____
Thomas A. Miller, Chief Real Estate Officer
County of Orange

APPROVED AS TO FORM:

DATED: 5/11/2026 _____

THE OFFICE OF THE ORANGE COUNTY COUNSEL
Leon Page
Orange County Counsel

By:  Signed by:
Michael A. Haubert
135BE61AB0194AE...

Jeffrey Stock /s/ Michael A. Haubert on behalf of JAS
Deputy County Counsel
Attorneys for Orange County Flood Control District

Attachment A

EXHIBIT A

DEPICTION OF THE DISTRICT PROPERTY

(Attached)

EXHIBIT G

Fill Dirt Agreement – Borrow Site No. 2

**THIS FILL DIRT AGREEMENT IS
ALREADY COMPLETED AFTER
APPROVAL OF THIS DOCUMENT BY
THE COUNTY OF ORANGE ON
4/22/2025 (ASR Control No. 25-000311)**