

## OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY

THIS OFFER AND AGREEMENT TO PURCHASE REAL PROPERTY (“**Agreement**”) is made \_\_\_\_\_, 2022 by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (“**DISTRICT**”) and CITY OF SANTA ANA, a charter city and municipal corporation duly organized under the Constitution and laws of the State of California, (“**BUYER**”).

### R E C I T A L S

- A. DISTRICT owns the real property identified on DISTRICT records as Parcel (to be determined), (the “**Property**”) described in and shown on the Easement Deed attached hereto as **Attachment 1**, and by this reference made a part hereof.
- B. BUYER has offered to purchase the Property from DISTRICT for Two Hundred and Fifty-Five Thousand Dollars (\$255,000) in order to facilitate BUYER’s Fairview Bridge improvement project.
- C. DISTRICT is willing to sell the Property to BUYER subject to the terms and conditions of this Agreement.

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

- 1. The terms described hereinabove in the Recitals are incorporated herein by this reference.
- 2. DISTRICT:
  - A. Accepts BUYER’S offer to purchase the subject Property for Two Hundred and Fifty-five Thousand Dollars (\$255,000) which amount is hereinafter referred to as “**Purchase Price**.”
  - B. Shall execute and acknowledge an Easement Deed in the form of “**Easement Deed**” attached hereto as Attachment 1, conveying title to the Property to BUYER within ten (10) days after execution of this Agreement by DISTRICT and BUYER;
  - C. Shall deliver the executed a Easement Deed to BUYER upon payment of the Purchase Price to DISTRICT as specified in paragraph 3A below and completion of the terms and conditions of the OC Public Works, County Permit #21-0229 (“**Permit**”).
  - D. Makes no warranties or representations whatsoever with regard to the quality of the title to the Property or the fitness of the Property for a particular purpose; and
  - E. Shall provide no title insurance in this transaction.
- 3. BUYER:
  - A. Shall, in consideration of the transfer of Property by DISTRICT to BUYER, deliver the Purchase Price to County Executive Office/Real Estate Services upon BUYER’S receipt of the Easement Deed executed by DISTRICT;

- B. Shall accept, and record the Easement Deed at the Office of the Orange County Recorder, and shall immediately thereafter provide County Executive Office/Real Estate Services with a conformed copy of the Easement Deed; and
  - C. Shall accept title to the Property “as is” subject to all matters affecting the Property whether recorded or unrecorded known or unknown.
4. All documents, correspondence, and communications concerning this transaction shall be directed as follows:
- |   |   |
|---|---|
| <u>To DISTRICT:</u><br>Orange County Flood Control District<br>c/o County Executive Office/Real Estate Services<br>400 W. Civic Center Drive, 5th Floor<br>Santa Ana, CA 92701<br>Attn: Sergio Mora | <u>To BUYER:</u><br>Clerk of City Council<br>City of Santa Ana<br>20 Civic Center Plaza (M-30)<br>Santa Ana, CA, 92702<br>Attn: Jason Gabriel |
|---|---|
5. This Agreement may be executed in counterparts, each of which when taken together shall constitute the one original.

//

//

//

//

*Signatures pages follow.*

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

Approved as to Form:

By: John M. Funk  
John Funk  
Chief Assistant City Attorney

Date: August 17, 2022

**BUYER**

City of Santa Ana,  
A charter city and municipal corporation duly  
organized under the Constitution and laws of  
the State of California

By: \_\_\_\_\_  
Kristine Ridge  
City Manager

DISTRICT has considered and accepts this offer.

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

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

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

**DISTRICT**

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

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

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

ATTEST:

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

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

Clerk of the Council  
City of Santa Ana  
20 Civic Center Plaza M-30  
Santa Ana, CA 92702  
.  
.

THIS SPACE FOR RECORDER'S USE ONLY

Mail Tax Statements as shown above

**APN:**

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

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

- ☐ Unincorporated Area  
☒ Incorporated - City of Santa Ana

Parcel No: E01-901, 913, and 917

Project: Fairview Street Bridge over Santa Ana River Channel

**EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

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

does hereby grant to

CITY OF SANTA ANA,  
a charter city and municipal corporation duly organized under the Constitution and laws of the State of  
California  
hereinafter referred to as "**GRANTEE**," its, successor and assigns,

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

GRANTEE's rights shall include rights to construct, reconstruct, repair, replace, alter, inspect, operate and maintain a bridge, bridge piers, footings, debris nosing, a roadway, curbs, gutters, sidewalks, and any appurtenant structures related thereto ("**GRANTEE's Facilities**"), and shall include reasonable access to the Easement Area for the purpose of exercising the rights herein granted.

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

# **1. CONSTRUCTION AND MAINTENANCE (PMES2.2S)**

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

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

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

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

Should it be necessary for GRANTEE to conduct any construction, demolition, inspection, repair, maintenance or other activities that may disturb the surface of the Easement Area or require the use of any specialized vehicles or equipment, including but not limited to haulers or cranes, subsequent to the completion of the initial installation of GRANTEE Facilities, GRANTEE agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain the Director’s written approval of all plans, and obtain a CPP for any such activities with payment of normal processing fees therefor and shall provide evidence of adequate insurance coverage prior to commencement of any such activities in, on, over, upon or across the Easement Area. The Director’s prior approval shall not be necessary, nor shall GRANTEE be required to obtain a CPP prior to conducting any work associated with an emergency situation, however, GRANTEE shall notify the Director within five (5) days following commencement of any such emergency work, and if so, requested by the Director, GRANTEE shall secure a CPP for the purpose of documenting the emergency work.

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

activity.

Except in areas in which such activities require regulatory agency approval, or are otherwise designated as environmentally sensitive, GRANTEE shall have the right to cut such roots as may endanger or interfere with GRANTEE Facilities provided, however, that any excavation shall be made in such a manner as will cause the least injury to the surface of the ground and any improvements and/or landscaping around such excavation, and that the earth so removed shall be replaced and the surface of the ground and any improvements and/or landscaping around such excavation, damaged shall be promptly restored by GRANTEE at its expense to the same condition as existed prior to excavation, to Director's satisfaction.

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

GRANTEE hereby acknowledges that the bridge piers, footings and debris noses are an integral part of GRANTEE's bridge structure which will require, among other things, routine and periodic inspection/maintenance. GRANTEE shall assume all maintenance responsibility of the bridge structure including the piers, footings and debris noses.

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

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

GRANTEE shall also execute and deliver to the Director, within 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. RELOCATION (PMES4.1S)**

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

the extent an alternative area on DISTRICT property cannot reasonably be made available, DISTRICT may terminate this Easement Deed and require GRANTEE to remove its Facilities from the Easement Area.

Except in an emergency, the Director shall provide GRANTEE with written notice a minimum of two hundred forty (240) days in advance of the date that GRANTEE Facilities must be removed from the Easement Area. GRANTEE agrees at its sole cost and expense, to remove its Facilities from the Easement area, restore the Easement Area to the condition that existed prior to the installation of GRANTEE Facilities, satisfactory to the Director, within such 240-day period, or as such date may be extended by the Director, and if an alternate site on District property has been identified for the relocation of GRANTEE Facilities, GRANTEE at its sole cost and expense shall relocate its Facilities to such location within said 240-day period, unless such period is extended at the sole discretion of the Director. The removal and/or relocation of GRANTEE Facilities shall be subject to the provisions of Section 2 (Construction and Maintenance) of this Easement Deed.

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

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

In the event it becomes necessary to relocate GRANTEE Facilities as provided in Section 3 (Relocation) of this Easement Deed and the legal description described in attached Exhibit A and illustrated in Exhibit B are subsequently determined to inaccurately describe the location of the Easement Area, the Parties agree that GRANTEE shall cause the legal description and illustration of the Easement Area to be revised, and upon written approval of both Parties of the revised legal description and illustration, this Easement Deed shall be amended so as to replace the original legal description and illustration of the Easement Area with the revised legal description and illustration and such amended Easement Deed shall be recorded by GRANTEE. The Parties agree that the amendment of Exhibit A and Exhibit B and the re-recording of the Easement Deed shall not affect, alter, or change any of the terms, conditions or reservations of this Easement Deed and further agree that the amended and re-recorded Easement Deed shall relate back and be deemed in place as of the initial date of this Easement Deed.

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

GRANTEE shall, at its own cost and expense, promptly and at all times observe, comply with and carry out all present and future orders, regulations, directions, rules, laws, ordinances, permits and requirements of all governmental authorities, including but not limited to environmental regulatory authorities, with jurisdiction in, on, over, upon or across the Easement Area, which arise from GRANTEE's use of or performance of any activities permitted to be conducted in, on, over, under or across the Easement Area.

In addition, GRANTEE shall ensure that all construction in the Easement Area is performed in accordance with any NPDES (National Pollutant Discharge Elimination System) permit requirements or other water quality statutes, regulations, ordinances, or permits applicable to the construction, including but not limited to use of appropriate best management practices, so as to ensure that pollutants are not discharged into the Channel nor into DISTRICT's flood control system.

GRANTEE shall not accept any regulatory permit, or consent to any regulatory permit provision which may (i) affect the operation and maintenance of the Channel; (ii) commit DISTRICT to any new maintenance

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

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

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

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

## **7. HOLD HARMLESS (PMES7.2S)**

GRANTEE acknowledges the Easement Area is in, on, over, under or about DISTRICT's Channel and may be subject to all hazards associated with flood conditions. GRANTEE agrees to assume all risks, financial or otherwise, associated therewith. For purposes of this Section, GRANTEE acknowledges and agrees that DISTRICT shall not be deemed negligent in the maintenance and/or operation of the Channel if DISTRICT operates and maintains the Channel in substantial conformance with standard DISTRICT practices used for other similar facilities.

GRANTEE hereby releases and waives all claims and recourse against DISTRICT and the County of Orange ("County") including the right of contribution for loss of or damage to property, or injury to or death of any person arising from, growing out of or in any way connected with or related to this Easement Deed, including any damage to or interruption of use of GRANTEE Facilities caused by erosion, flood, or flood overflow conditions of the Channel, or caused by the operation, maintenance, repair, reconstruction, replacement, enlargement or improvement of the Channel or by DISTRICT's flood control operations, except claims arising from the concurrent active or sole negligence of DISTRICT and/or County, their officers, agents, employees and contractors.

GRANTEE hereby agrees to indemnify, defend (with counsel approved in writing by DISTRICT), and hold harmless, DISTRICT and County, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the maintenance, use of or operations or activities conducted in, on, or over the Easement Area, and/or the exercise of the rights under this Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees including, but not limited to, use of the Easement Area by members of the general public. GRANTEE's indemnity obligation shall not extend to any liability arising out of the concurrent active or sole negligence of DISTRICT, and/or County, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If DISTRICT and/or County is/are named as co-defendant(s) in a lawsuit, GRANTEE shall notify Director of such fact and shall represent DISTRICT/County in such legal action unless DISTRICT/County undertake(s) to represent itself/themselves as co-defendant(s) in such legal action, in which event, GRANTEE shall pay to DISTRICT/County its/their litigation costs, expenses, and attorney fees. If judgment is entered against DISTRICT/County and GRANTEE by a court of competent jurisdiction because of the concurrent active negligence of DISTRICT/County and GRANTEE, DISTRICT and GRANTEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.



GRANTEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

GRANTEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this section.

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

GRANTEE shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Easement Area. If GRANTEE breaches the obligations stated herein, or if contamination of the Easement Area by Hazardous Material otherwise occurs for which GRANTEE is legally liable to DISTRICT for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT and/or County, and their elected or appointed officials, officers, agents, and employees from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Easement Area, sums paid in settlement of claims, attorney fees, consultant fees, and expert witness fees) which arise during or after GRANTEE's use of the Easement Area as a result of such contamination. This indemnification includes, without limitation, costs incurred by DISTRICT in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental entity or agency because of Hazardous Material being present in the soil or ground water under the Easement Area. GRANTEE shall promptly take all action, at its sole cost and expense, as is necessary to clean, remove, and restore the Easement Area to its condition prior to the introduction of such Hazardous Material by GRANTEE, provided GRANTEE shall first have obtained Director's written approval and the approval of any necessary governmental entities or agencies for any such remedial action.

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

#### **9. RESERVATIONS (PMES9.1S)**

DISTRICT hereby reserves for itself and its successors and assigns, such surface, subsurface and aerial rights in the Easement Area as will not unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted and reserves for itself the right to act in accordance with the Orange County Flood Control Act including, but not limited to improving, constructing, reconstructing, rehabilitating, operating and maintaining the Channel facility.

DISTRICT further reserves the right to grant easements, rights of way, and permits in, over, upon, through, across, and along any and all portions of the Easement Area as will not interfere unreasonably with or prohibit the use by GRANTEE of the rights and easement herein granted.

In the event DISTRICT exercises such rights to utilize the Easement Area, which use results in the disturbance of the Easement Area, DISTRICT's only responsibility shall be to backfill with compacted earth to the grade of the surrounding property following completion of DISTRICT's activity. GRANTEE shall restore GRANTEE Facilities to the design and grade approved as provided for in Section 1 (Construction and Maintenance) above.

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

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

Nothing contained herein, or in any document related hereto, shall be construed to imply the conveyance to GRANTEE of rights in the Easement Area which exceed those owned by DISTRICT, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or DISTRICT’s interest therein.

#### **11. TAXES AND ASSESSMENTS (PMES11.1S)**

Should this Easement Deed create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Easement Area or upon any GRANTEE Facilities, fixtures, equipment, or other property installed, constructed or used by GRANTEE thereon in connection with this Easement Deed, shall be the full responsibility of GRANTEE, and GRANTEE shall cause said taxes and assessments to be paid promptly when due.

#### **12. NOTICES (PMES12.1S)**

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as the Parties may hereafter designate by written notice, and shall be sent through the United States mail with postage prepaid. Any such mailing shall be deemed served or delivered twenty-four (24) hours after mailing. Each Party may change the address for notices by giving the other Party at least ten (10) calendar days’ prior written notice of the new address.

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

##### To DISTRICT:

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

##### To GRANTEE:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-19888

#### **13. VENUE (PMES13.1S)**

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

#### **14. WAIVER OF RIGHTS (PMES14.1S)**

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

**15. SEVERABILITY (PMES15.1S)**

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

**16. ATTORNEY FEES (PMES16.1S)**

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

**17. SUCCESSORS AND ASSIGNS (PMES18.1S)**

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

**18. AUTHORITY (PMES20.1S)**

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

//

//

*Signatures pages follow.*

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

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

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

**DISTRICT**

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

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

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

ATTEST:

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

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

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and  
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature \_\_\_\_\_

**GRANTEE**

CITY OF SANTA ANA,

Approved as to Form:

By: John M. Funk  
John Funk  
Chief Assistant City Attorney

By: \_\_\_\_\_  
Kristine Ridge  
City Manager

Date: August 17, 2022

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

**ACKNOWLEDGMENT**

State of California )  
County of Orange )

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

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

## **EXHIBIT A**

EXHIBIT A

LEGAL DESCRIPTION

SANTA ANA RIVER CHANNEL  
FACILITY NO.: E01  
PARCEL NO.: R1458

THOSE CERTAIN PORTIONS OF LAND, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER LAND DESCRIBED IN THE QUITCLAIM DEED TO ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED ON AUGUST 18, 1958 IN BOOK 4386, PAGE 151 OF OFFICIAL REOCRDS IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SANTA ANA RIVER AS SHOWN ON RECORD OF SURVEY 92-1000 PER MAP FILED NOVEMBER 2, 1993 IN BOOK 142, PAGES 36 THROUGH 41 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S 89°33'52" E 36.46'" ON SAID RECORD OF SURVEY, SAID COURSE HAVING A BEARING OF SOUTH 89°33'54" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°33'54" EAST 36.46 FEET;
2. NORTH 35°54'22" EAST 23.28 FEET TO THE EASTERLY LINE OF THE 100 FEET WIDE EASEMENT DEED TO THE CITY OF SANTA ANA RECORDED AUGUST 9, 1962 IN BOOK 6207, PAGE 901 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER AND **THE TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE NORTH 35°54'22" EAST 2.83 FEET; THENCE LEAVING SAID NORTHWESTERLY LINE SOUTH 00°14'02" WEST 10.61 FEET; THENCE SOUTH 03°12'48" EAST 47.67 FEET; THENCE SOUTH 89°45'58" EAST 15.34 FEET; THENCE SOUTH 58°12'05" EAST 17.19 FEET; THENCE SOUTH 35°55'08" WEST 49.46 FEET; THENCE SOUTH 00°14'02" WEST 50.57 FEET; THENCE NORTH 35°55'08" EAST 40.70 FEET; THENCE SOUTH 54°04'52" EAST 13.00 FEET; THENCE SOUTH 35°55'08" WEST 58.80 FEET; THENCE SOUTH 00°14'02" WEST 77.71 FEET; THENCE NORTH 35°55'08" EAST 40.70 FEET; THENCE SOUTH 54°04'52" EAST 13.00 FEET; THENCE SOUTH 35°55'08" WEST 58.80 FEET; THENCE SOUTH 00°14'02" WEST 77.71 FEET;

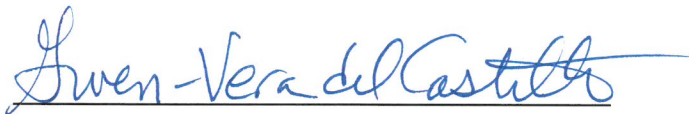
THENCE NORTH 35°55'08" EAST 40.70 FEET; THENCE SOUTH 54°04'52" EAST 13.00 FEET; THENCE SOUTH 35°55'08" WEST 58.80 FEET; THENCE SOUTH 00°14'02" WEST 77.71 FEET; THENCE NORTH 35°55'08" EAST 40.70 FEET; THENCE SOUTH 54°04'52" EAST 13.00 FEET; THENCE SOUTH 35°55'08" WEST 58.80 FEET; THENCE SOUTH 00°14'02" WEST 46.09 FEET; THENCE SOUTH 41°36'14" EAST 33.90 FEET; THENCE NORTH 89°45'58" WEST 18.61 FEET; THENCE SOUTH 00°14'02" WEST 147.20 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE SANTA ANA RIVER PER SAID RECORD OF SURVEY 92-1000; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE SOUTH 35°07'54" WEST 19.07 FEET TO THE EASTERLY LINE OF SAID 100 FEET WIDE EASEMENT; THENCE LEAVING SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG SAID EASTERLY EASEMENT LINE NORTH 00°20'06" EAST 712.11 FEET TO THE TRUE POINT OF BEGINNING

CONTAINING 8,531 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.

DATED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2022.



GWEN-VERA DEL CASTILLO, PLS 5108





EXHIBIT A

LEGAL DESCRIPTION

SANTA ANA RIVER CHANNEL  
FACILITY NO.: E01

THOSE CERTAIN PORTIONS OF LAND, IN THE CITY OF SANTA ANA, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER LAND DESCRIBED IN THE QUITCLAIM DEED TO ORANGE COUNTY FLOOD CONTROL DISTRICT, RECORDED ON AUGUST 18, 1958 IN BOOK 4386, PAGE 151 OF OFFICIAL REOCRDS IN THE OFFICE OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

**PARCEL NO.: R1455**

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SANTA ANA RIVER AS SHOWN ON RECORD OF SURVEY 92-1000 PER MAP FILED NOVEMBER 2, 1993 IN BOOK 142, PAGES 36 THROUGH 41 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S 89°33'52" E 36.46'" ON SAID RECORD OF SURVEY, SAID COURSE HAVING A BEARING OF SOUTH 89°33'54" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°20'06" WEST 33.13 FEET;
2. SOUTH 36°19'06" WEST 85.10 FEET TO THE WESTERLY LINE OF THE 100 FEET WIDE EASEMENT DEED TO THE CITY OF SANTA ANA RECORDED AUGUST 9, 1962 IN BOOK 6207, PAGE 901 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY EASEMENT LINE SOUTH 00°20'06" WEST 16.59 FEET; THENCE LEAVING SAID WESTERLY EASEMENT LINE NORTH 08°58'25" WEST 13.72 FEET TO SAID NORTHWESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHWESTERLY LINE NORTH 36°19'06" EAST 3.78 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 18 SQUARE FEET, MORE OR LESS.

**PARCEL NO.: R1456**

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SANTA ANA RIVER AS SHOWN ON RECORD OF SURVEY 92-1000 PER MAP FILED NOVEMBER 2, 1993 IN BOOK 142, PAGES 36 THROUGH 41 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S 89°33'52" E 36.46'" ON SAID RECORD OF SURVEY, SAID COURSE HAVING A BEARING OF SOUTH 89°33'54" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°20'06" WEST 33.13 FEET;
2. SOUTH 36°19'06" WEST 85.10 FEET TO THE WESTERLY LINE OF THE 100 FEET WIDE EASEMENT DEED TO THE CITY OF SANTA ANA RECORDED AUGUST 9, 1962 IN BOOK 6207, PAGE 901 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG SAID WESTERLY EASEMENT LINE SOUTH 00°20'06" WEST 102.86 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG WESTERLY EASEMENT LINE SOUTH 00°20'06" WEST 7.00 FEET; THENCE LEAVING SAID WESTERLY EASEMENT LINE NORTH 89°45'58" WEST 11.94 FEET; THENCE NORTH 00°14'02" EAST 7.00 FEET; THENCE SOUTH 89°45'58" EAST 11.95 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 84 SQUARE FEET, MORE OR LESS.

**PARCEL NO.: R1457**

COMMENCING AT AN ANGLE POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SANTA ANA RIVER AS SHOWN ON RECORD OF SURVEY 92-1000 PER MAP FILED NOVEMBER 2, 1993 IN BOOK 142, PAGES 36 THROUGH 41 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING THE WESTERLY TERMINUS OF THE COURSE SHOWN AS "S 89°33'52" E 36.46'" ON SAID RECORD OF SURVEY, SAID COURSE HAVING A BEARING OF SOUTH 89°33'54" EAST FOR THE PURPOSES OF THIS DESCRIPTION; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES:

1. SOUTH 00°20'06" WEST 33.13 FEET;
2. SOUTH 36°19'06" WEST 85.10 FEET TO THE WESTERLY LINE OF THE 100 FEET WIDE EASEMENT DEED TO THE CITY OF SANTA ANA RECORDED AUGUST 9, 1962 IN BOOK 6207, PAGE 901 OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER;

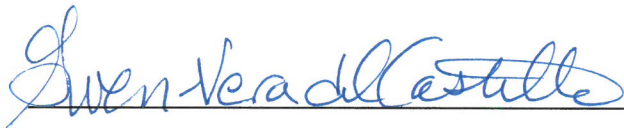
THENCE ALONG SAID WESTERLY EASEMENT LINE SOUTH 00°20'06" WEST 554.01 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG WESTERLY EASEMENT LINE SOUTH 00°20'06" WEST 33.03 FEET; THENCE LEAVING SAID WESTERLY EASEMENT LINE SOUTH 32°07'41" WEST 11.75 FEET; THENCE NORTH 57°52'19" WEST 20.04 FEET; THENCE NORTH 35°55'08" EAST 39.92 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 501 SQUARE FEET, MORE OR LESS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

PREPARED BY ME OR UNDER MY DIRECTION.

DATED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2022.

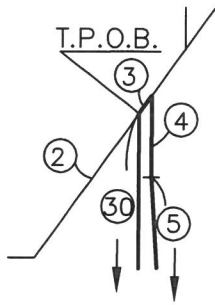


GWEN-VERA DEL CASTILLO, PLS 5108



## **EXHIBIT B**

DETAIL:  
N.T.S.



16TH STREET

P.O.C.

T.P.O.B.

ANA

NWLY R/W PER  
R.S. 92-1000  
R.S.B. 142/36-41

SEE DETAIL  
AT LEFT

CHANNEL E01-R14

O.C.F.C.D.  
BOOK 4386,  
PAGE 151



TRACT 8947  
M. M. 383 / 49 - 50

CITY OF SANTA  
R. S. 92 - 1000

VARIES

6207 / 901 O.R.  
N00°20'06"E  
N00°14'02"E

E LINE SECTION 10-5-10  
FAIRVIEW STREET  
(MONUMENTED CL)

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'

50'</

	BEARING	DISTANCE
1	S89°33'54"E	36.46'
2	N35°54'22"E	23.28'
3	N35°54'22"E	2.83'
4	S00°14'02"W	10.61'
5	S03°12'48"E	47.67'
6	S89°45'58"E	15.34'
7	S58°12'05"E	17.19'
8	S35°55'08"W	49.46'
9	S00°14'02"W	50.57'
10	N35°55'08"E	40.70'
11	S54°04'52"E	13.00'
12	S35°55'08"W	58.80'
13	S00°14'02"W	77.71'
14	N35°55'08"E	40.70'
15	S54°04'52"E	13.00'
16	S35°55'08"W	58.80'
17	S00°14'02"W	77.71'
18	N35°55'08"E	40.70'
19	S54°04'52"E	13.00'
20	S35°55'08"W	58.80'
21	S00°14'02"W	77.71'
22	N35°55'08"E	40.70'
23	S54°04'52"E	13.00'
24	S35°55'08"W	58.80'
25	S00°14'02"W	46.09'
26	S41°36'14"E	33.90'
27	N89°45'58"W	18.61'
28	S00°14'02"W	147.20'
29	S35°07'54"W	19.07'
30	N00°20'06"E	712.11'

JOB #: 114-054  
DATE: 8/24/22  
SCALE: 1"=120'  
SHEET 2 OF 2

EXHIBIT "B"  
EASEMENT

**COAST** SURVEYING, INC.  
15031 PARKWAY LOOP, SUITE B  
TUSTIN, CA 92780-6527 (714) 918-6266



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in the real property conveyed by the Grant Deed dated \_\_\_\_\_ from the Orange County Flood Control District, a body corporate and politic, to the City of Santa Ana, a charter City and municipal corporation organized and existing under the Constitution and laws for the State of California is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by Ordinance No. NS-2352 and Section No. 33-55 of the Santa Ana Municipal Code adopted by the City Council on June 1, 1988, in the compliance with California Government Code Section 27281 and the grantee consents to recordation by its duly authorized officer.

GRANTEE

CITY OF SANTA ANA

By: \_\_\_\_\_  
Kristine Ridge  
City Manager

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