

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder



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23013052  
RECORDED AT THE REQUEST OF  
AND WHEN RECORDED MAIL TO:

Orange County Transportation Authority  
c/o Real Property Department  
550 S. Main Street  
Orange, California 92863-1584

Mail Tax Statements as shown above

THIS SPACE FOR RECORDER'S USE ONLY

Portion of APN 345-061-07

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 of Orange County
- ☒ Incorporated - City of Anaheim

OCFCD Parcels: E02-301.01 & 302.2/E02-302.11  
OCFCD Project: Carbon Creek Diversion Channel  
OCTA Parcels: OR-001-01 & OR-001-03  
OCTA Project: Orangethorpe Grade Separation

## QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt and adequacy of which is hereby acknowledged,

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

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
a public entity  
hereinafter referred to as "GRANTEE",

in an "as is" condition, all RIGHTS, TITLE and INTEREST in and to that certain real property in the county of Orange, state of California identified as **Parcel OR-001-01**, legally described in **Exhibit A** and illustrated in **Exhibit A-1 ("Property")**, which Property lies adjacent to DISTRICT'S Carbon Creek Diversion Channel ("Channel") and may be subject to all hazards associated with flood conditions or with operations and maintenance of a flood control facility, of which District assumes no risks, financial or otherwise, associated therewith, including but not limited to flooding, overflow conditions, dust, noise, or vibrations, except for claims or matters arising from the concurrent active or sole negligent acts of DISTRICT, its officers, agents, employees or contractors, and hereby reserves a flood control easement per the terms and conditions set forth in **Exhibit B** over the real property identified as **Parcel OR-001-03** more particularly described in **Exhibit C** and illustrated in **Exhibit C-1**, all of which Exhibits are attached hereto and made a part hereof.

RECORDING REQUESTED BY  
FIDELITY NATIONAL TITLE

23013052

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**QUITCLAIM DEED**

**FOR A VALUABLE CONSIDERATION**, receipt and adequacy of which is hereby acknowledged,

**ORANGE COUNTY FLOOD CONTROL DISTRICT**,  
a body corporate and politic,  
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does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the

**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
a public entity  
hereinafter referred to as "**GRANTEE**",

in an "as is" condition, all RIGHTS, TITLE and INTEREST in and to that certain real property in the county of Orange, state of California identified as **Parcel OR-001-01**, legally described in **Exhibit A** and illustrated in **Exhibit A-1 ("Property")**, which Property lies adjacent to DISTRICT'S Carbon Creek Diversion Channel ("**Channel**") and may be subject to all hazards associated with flood conditions or with operations and maintenance of a flood control facility, of which District assumes no risks, financial or otherwise, associated therewith, including but not limited to flooding, overflow conditions, dust, noise, or vibrations, except for claims or matters arising from the concurrent active or sole negligent acts of DISTRICT, its officers, agents, employees or contractors, and hereby reserves a flood control easement per the terms and conditions set forth in **Exhibit B** over the real property identified as **Parcel OR-001-03** more particularly described in **Exhibit C** and illustrated in **Exhibit C-1**, all of which Exhibits are attached hereto and made a part hereof.

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

GRANTEE acknowledges that DISTRICT is granting the property rights in advance of its review and final approval of GRANTEE'S construction plans; and DISTRICT hereby reserves unto itself the rights to any pipelines or other facilities (hereinafter "**Improvements**"), including easements for such Improvements, currently existing within the area to be acquired by this grant that are not shown in Official Records, regardless of whether such Improvements are apparent by physical inspection.

All rights reserved by DISTRICT pursuant to this Quitclaim Deed shall include the ability to grant such rights to others. Any such Improvements that may be disturbed by GRANTEE'S construction shall be replaced, reconstructed and/or relocated at GRANTEE'S expense in the event GRANTEE is unable to protect said Improvements in place. In the event GRANTEE must reconstruct and relocate DISTRICT'S Improvements onto adjoining real property, GRANTEE shall obtain DISTRICT'S approval of the proposed location; and GRANTEE shall acquire, if necessary, a transferable easement and convey said easement to DISTRICT upon DISTRICT'S approval of GRANTEE's construction.

Approved as to Form

Office of the County Counsel  
Orange County, California

By: 

Deputy

Date: 7/5/2012

**GRANTOR:**


ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

By: 

Chairman, Board of Supervisors  
Orange County, California

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

ATTEST:

  
Susan Novak

Clerk of the Board of Supervisors  
Orange County Flood Control District  
Orange County, California

*GRANTEE'S SIGNATURE ON FOLLOWING PAGE*

# ACKNOWLEDGEMENT

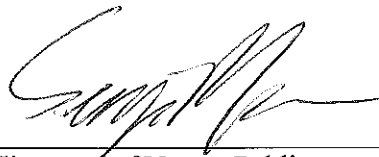
State of California

County of Orange

On Aug 3., 2012, before me, Sergio Mora, Notary Public,  
personally appeared Susan Novak, 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 of Notary Public



Grantor/Grantee: OC Flood Control District/OC Transportation Authority

OC Deed

OR-001-01 + 001-03

## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated July 5 2012 from Orange County Flood Control District, a body corporate and politic, to the Orange County Transportation Authority (OCTA), a public entity, by the within instrument, the provisions of which contain certain terms and conditions which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted and agreed to by the undersigned officer(s) on behalf of the OCTA pursuant to authority conferred by the OCTA Board of Directors Resolution No. 2010-010 adopted on March 8, 2010, and the Grantee agrees to be bound by the terms and conditions in the within instrument and consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

8/8/1~

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

Jim Beil

Executive Director, Capital Programs

## **EXHIBIT 'A'**

### **LEGAL DESCRIPTION**

#### **CARBON CREEK DIVERSION CHANNEL (E02)**

##### **OR-001-01 (Fee)**

##### **(E02-301.3 & E02-302.2)**

That portion of Lot 2, Block 'K' of Kraemer Tract, in the City of Anaheim, County of Orange, State of California, as shown on map recorded in Book 12, Pages 87 and 88, of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, together with those portions of Lots 1, 21, 41 and 61 as shown on the Map of Placentia Acres recorded in Book 7, Page 14, of Miscellaneous Maps, in the Office of the County Recorder of Orange County, together with that portion of Simmons Avenue adjoining said lots, said Simmons Avenue having been vacated and abandoned by Order of the Board of Supervisors on October 8, 1935, a certified copy of which was recorded on October 9, 1935 in Book 777, Page 456, of Official Records, in the Office of the County Recorder of said Orange County and together with that portion of Richard Street adjoining said lots, said Richard Street having been vacated and abandoned by Order of the Board of Supervisors on November 6, 1946, a certified copy of which was recorded on November 9, 1946 in Book 1505, Page 142, of said Official Records, more particularly described as follows:

**BEGINNING** at the northwest corner of Parcel 301 and 301.1 described in the deed to the Orange County Flood Control District, recorded May 19, 1960 in Book 5251, Page 466 of Official Records; thence along the northerly line of said Parcels and the northerly line of Parcel 302 described in said deed North 74°27'32" East 1860.39 feet to a point distant South 74°27'32" West 75.85 feet from the most westerly corner of Parcel 1 described in the deed to the City of Anaheim, recorded November 21, 1966 in Book 8108, Page 877 of said Official Records; thence South 16°35'05" East 8.80 feet; thence

South 73°25'02" West 500.90 feet; thence South 03°11'38" West 5.39 feet to a line parallel with, and distant southeasterly 23.00 feet from the northerly line of said Parcels; thence along said parallel line South 74°27'32" West 1357.85 feet to the westerly line of said Lot 1; thence along said westerly line North 15°55'23" West 23.00 feet to the **POINT OF BEGINNING.**

Containing 37,966 square feet.

Bearings and distances shown hereon are based on the California Coordinate System of 1983, Zone 6, 1983 North American Datum, 2007.00 Epoch Adjustment. Divide distances shown by 0.99999084 to obtain ground distances.

As shown on Exhibit 'A-1' attached hereto and by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launen

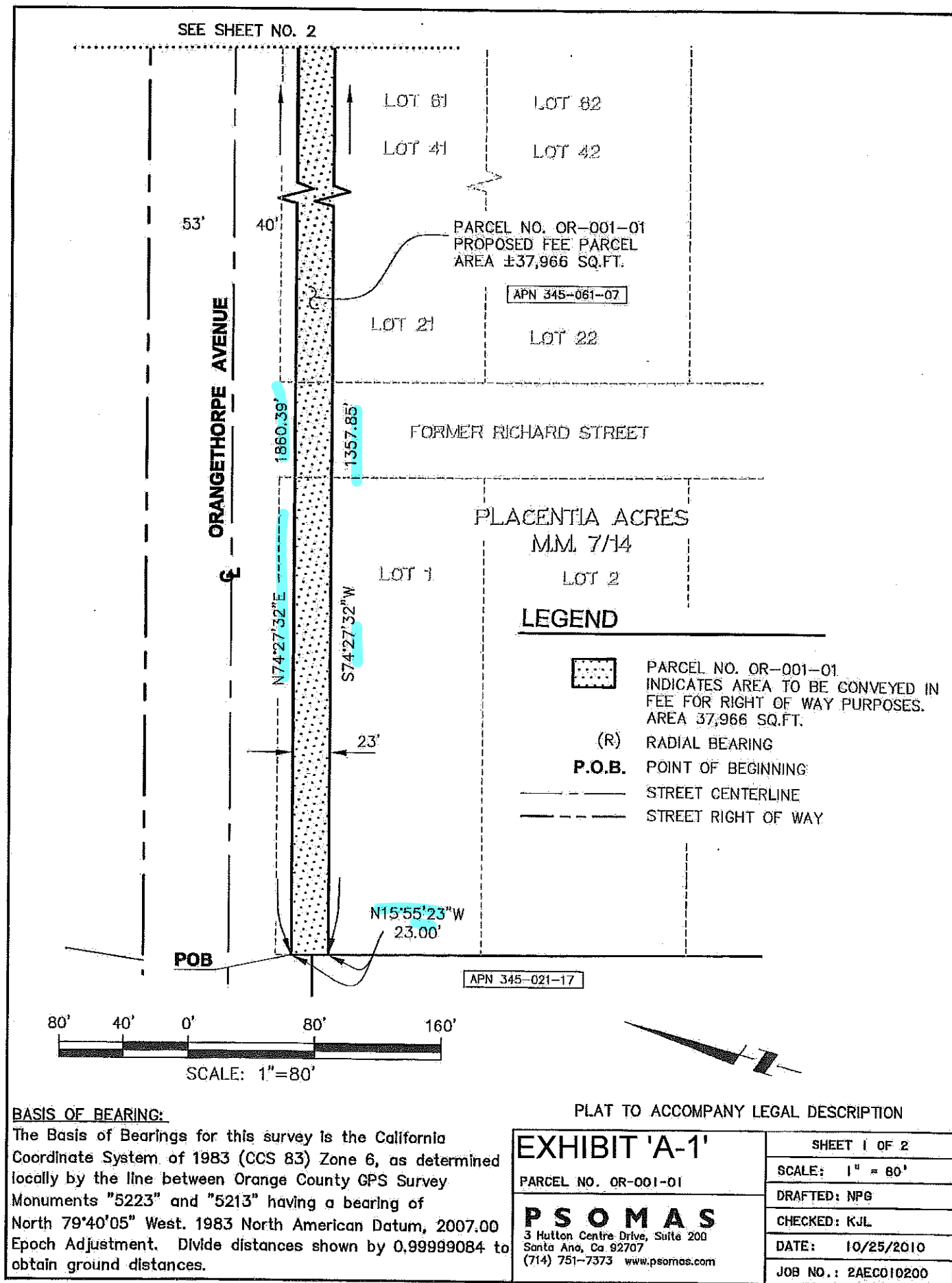
L.S. No. 5679

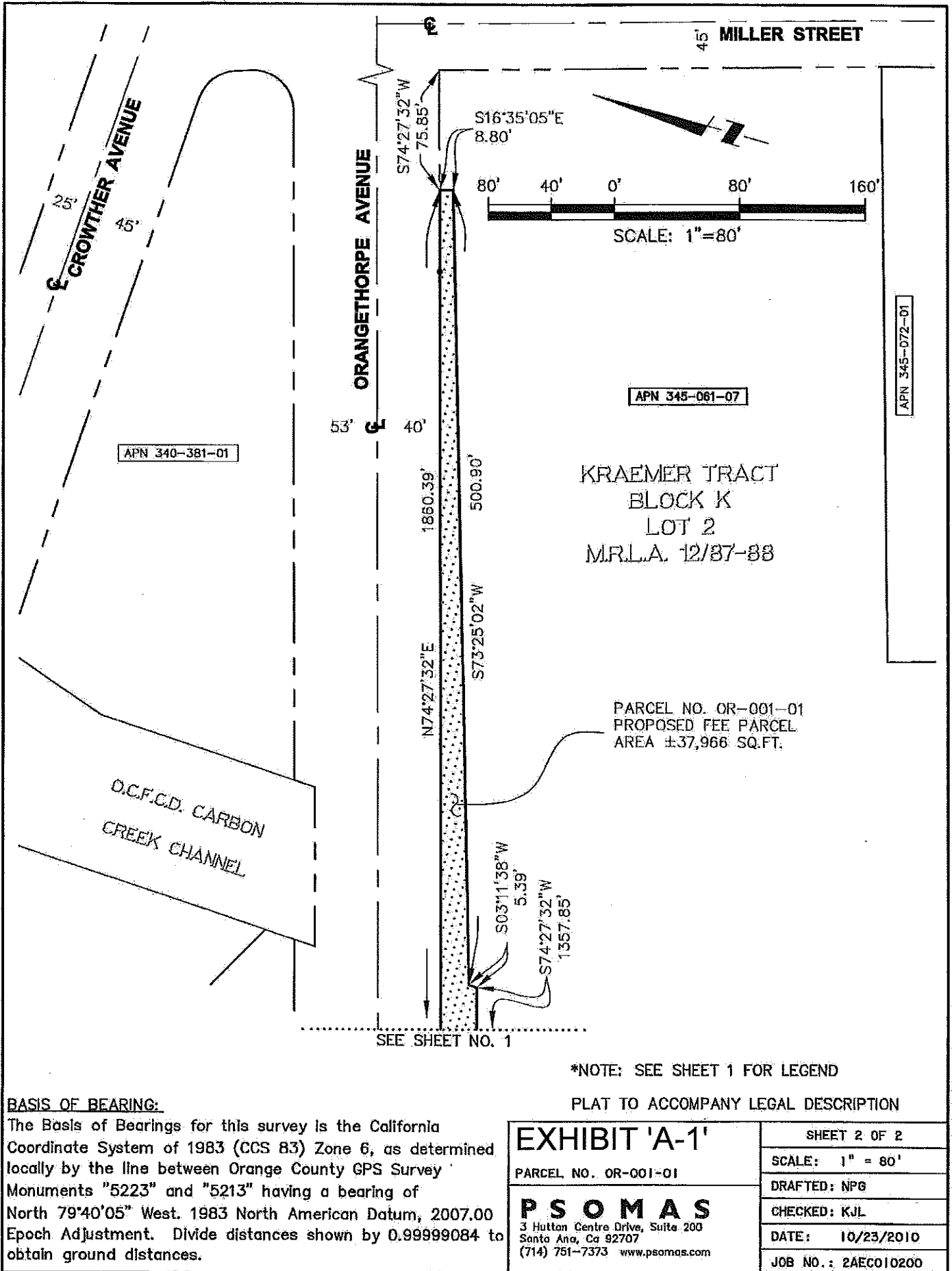
Expiration Date: 9/30/2011



JUNE 14, 2011

Date





DWG Name: M:\2AECO10200\SURVEY\LEGALS\EXHIBITS\X-LG-ACQ-APN 345-061-07 (OR-001-01)\_REV 1.dwg Plotted by: vnguyen on Apr 01, 2011 - 14:05:21

## **EXHIBIT B**

### **EASEMENT RESERVATION Covenants and Conditions**

The GRANTEE in the Quitclaim Deed to which this Exhibit B is attached, does hereby agree that the flood control easement reserved ("**Easement Reservation**") therein by Orange County Flood Control District ("**DISTRICT**") shall be a perpetual easement and right of way for any and all lawful purposes permitted under the Orange County Flood Control Act, including, but not limited to, flood control, water conservation, recreational and environmental enhancement purposes, including the construction, repair and maintenance of any related flood control facilities (the flood control facilities are hereinafter referred to as "**Facilities**") on, over, under, upon or across that certain real property identified as Parcel OR-001-03 (E02-302.11) and more particularly described in the attached Exhibit C and illustrated in the attached Exhibit C-1 (hereinafter referred to as the "**Easement Area**"), and GRANTEE agrees that the Easement Reservation shall be subject to the following terms and conditions:

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

Should it be necessary for DISTRICT to conduct any construction or excavation activities which may impact any GRANTEE-owned facilities within the Easement Area, DISTRICT'S Director OC Public Works, or designee ("**Director**") agrees to notify GRANTEE in writing sixty (60) days in advance of such planned activities, and obtain GRANTEE'S written approval of all plans prior to commencement of any such activities. Said approval shall not be withheld unreasonably, 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.

In the event any GRANTEE-owned facilities, including, but not limited to any roadways, bridges, or structural footings; or any utility lines or improvements, on, over, or about the Easement Area causes damage to DISTRICT'S Facilities, GRANTEE shall be responsible for restoring DISTRICT'S Facilities at GRANTEE'S sole cost and expense to the same condition as existed prior to the damage.

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

DISTRICT shall, at no cost to GRANTEE, maintain in good repair and in safe condition all DISTRICT Facilities constructed, used or placed upon the Easement Area by or on behalf of DISTRICT pursuant to this Easement Reservation.

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

All notices, documents, correspondence and communications concerning this Easement Reservation shall be addressed as set forth in this Section, or as Director or GRANTEE 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 forty-eight (48) hours after mailing. Director or GRANTEE may change the address for notices by giving the other at least ten (10) calendar days' prior written notice of the new address.

Notwithstanding the above, Director or GRANTEE 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 OC Public Works/Real Estate Services  
RE: E02-302.11 Carbon Crk Diversion Channel  
300 N. Flower Street, 6th Floor  
Santa Ana, CA 92703  
Facsimile: 714/834-2870

**To GRANTEE:**

Orange County Transportation Authority  
c/o Real Property Department  
550 S. Main Street  
P.O. Box 14184  
Orange, CA 92863-1584

**3. VENUE (PMES13.1S)**

DISTRICT and GRANTEE hereto agree that this Easement Reservation 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 any Easement Reservation provision included in this Exhibit B, the sole and exclusive venue shall be a court of competent jurisdiction located in the County of Orange, California, and the DISTRICT and GRANTEE hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, DISTRICT and GRANTEE specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

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

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

**5. ATTORNEYS' FEES (PMES16.1S)**

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

**6. 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 DISTRICT and GRANTEE.

## **EXHIBIT 'C'**

### **LEGAL DESCRIPTION**

#### **CARBON CREEK DIVERSION CHANNEL (E02)**

##### **OR-001-03 (Drainage Easement)**

##### **(E02-302.11)**

That portion of Lot 2, Block 'K' of Kraemer Tract, in the City of Anaheim, County of Orange, State of California, as shown on map recorded in Book 12, Pages 87 and 88, of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, California, described as Parcel 302 in the deed to the Orange County Flood Control District, recorded May 19, 1960 in Book 5251, Page 466 of Official Records in the Office of the County Recorder of said Orange County, more particularly described as follows:

**BEGINNING** at the intersection of the southerly line of Orangethorpe Avenue and the westerly line of Miller Street (90 feet wide) as shown on a map filed in Book 96, Page 48 of Record of Survey in the Office of the County recorder of said Orange County said intersection also being the most westerly corner of Parcel 1 described in the deed to the City of Anaheim, recorded November 21, 1966 in Book 8108, Page 877 of said Official Records; thence along said southerly line, also being the northerly line of said Parcel 302, South 74°27'32" West 500.64 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said southerly line South 74°27'32" West 66.52 feet; thence South 03°11'38" West 18.84 feet; thence North 73°25'02" East 66.95 feet; thence North 03°11'38" East 17.55 feet to the **TRUE POINT OF BEGINNING**.

Containing 1,147 square feet.

Bearings and distances shown hereon are based on the California Coordinate System of 1983, Zone 6, 1983 North American Datum, 2007.00 Epoch Adjustment. Divide distances shown by 0.99999084 to obtain ground distances.

As shown on Exhibit 'C-1' attached hereto by this reference made a part hereof.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.



Kari J. Launen

L.S. No. 5679

Expiration Date: 9/30/2011



Feb. 24, 2011

Date

