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**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

DOCUMENTARY TRANSFER TAX \$

___ 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 Parcel/Project: E04-151/Atwood Channel

OCTA Parcel/Project: OR-002-02/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 ("**Premises**") legally described in **Exhibit A** and illustrated in **Exhibit B** attached hereto and made a part hereof, which Premises are adjacent to DISTRICT'S Atwood 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; reserving over the entire Premises a surface easement in accordance with the provisions set forth in **Exhibit C** attached hereto and by this reference 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.

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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:

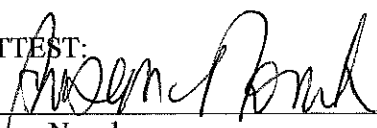
ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

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) ~~(s)~~ 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

Quitclaim to OCTA (Pcl OR-002-02)

070312

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: _____

8/8/12

By: _____



Jim Beil

Executive Director, Capital Programs

EXHIBIT 'A'

LEGAL DESCRIPTION ATWOOD CHANNEL (E04)

OR-002-02 (Partial Fee)

(E04-151)

That portion of the land in the City of Anaheim, County of Orange, State of California, as described in Grant Deed to Orange County Flood Control District recorded December 5, 1958 in Book 4506, Page 200 of Official Records, in the Office of the County Recorder of said County, more particularly described as follows:

BEGINNING at the intersection of the northeasterly line of said land and a line parallel with, and distant southerly 40.00 feet from the centerline of Orangethorpe Avenue, as said centerline is shown on a map filed in Book 96, Page 48 of Record of Survey, in the Office of the County Recorder of said County; thence along said northeasterly line South $86^{\circ}23'10''$ East 28.77 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said northeasterly line South $86^{\circ}23'10''$ East 45.37 feet to the easterly line of said land; thence along said easterly line South $15^{\circ}54'12''$ East 39.54 feet; thence North $86^{\circ}35'20''$ West 170.62 feet to a line bearing South $74^{\circ}56'22''$ West from the True Point of Beginning; thence North $74^{\circ}56'22''$ East 118.27 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,042 square feet (0.09 acres)

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 'B' 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

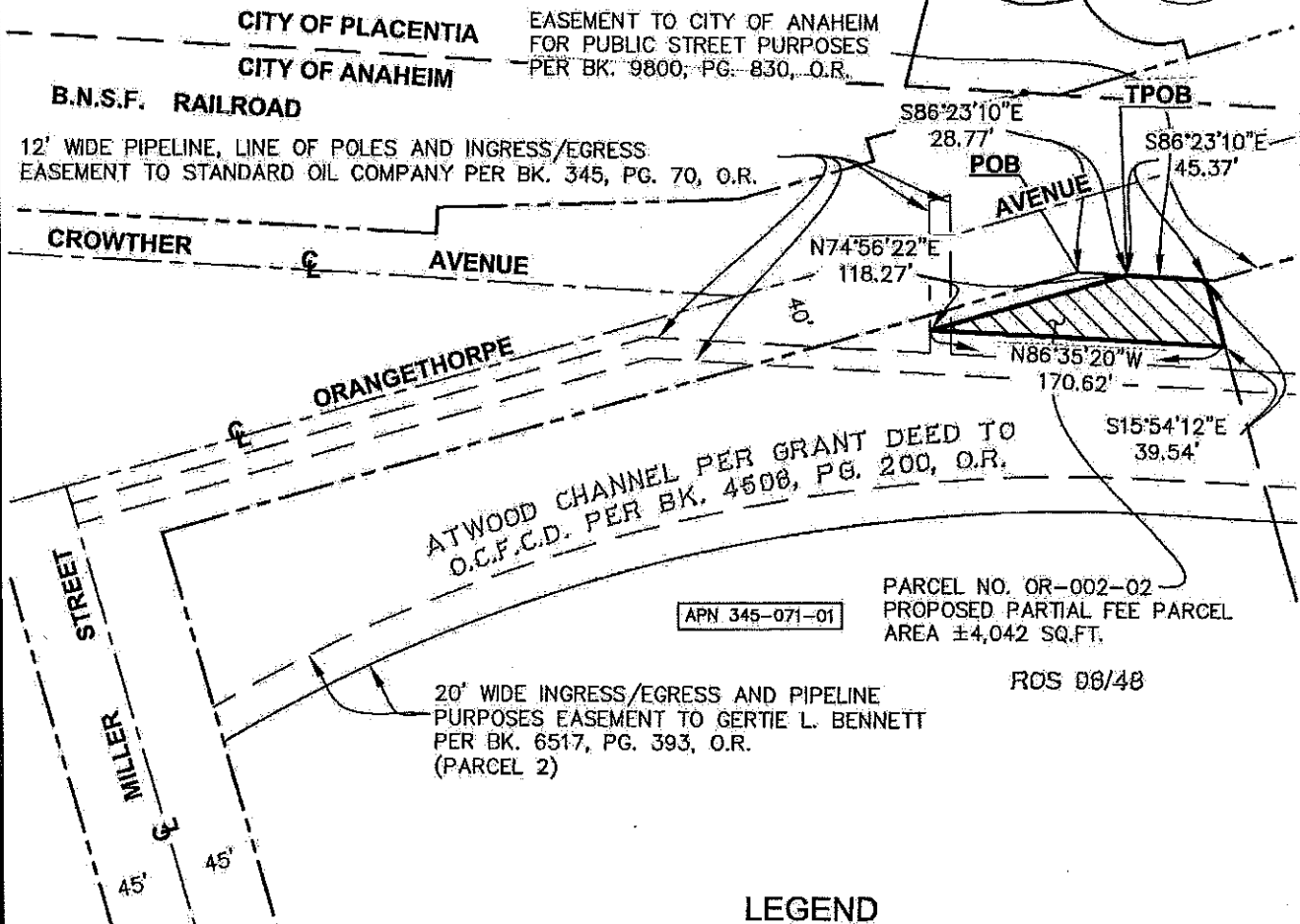
Expiration Date: 9/30/2013

APRIL 26. 2012

Date



**CITY OF ANAHEIM
COUNTY OF ORANGE
STATE OF CALIFORNIA**



LEGEND



INDICATES AREA FOR PARTIAL
FEE PURPOSES.
AREA 4,042 SQ.FT.

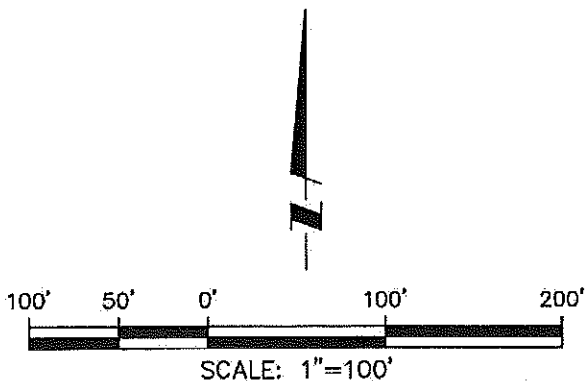
P.O.B. POINT OF BEGINNING

T.P.O.B. TRUE POINT OF BEGINNING

— — — — — STREET CENTERLINE

— — — — — STREET RIGHT OF WAY

— — — — — EXISTENT EASEMENT



BASIS OF BEARING:

The Basis of Bearings for this survey is the California Coordinate System of 1983 (CCS 83) Zone 6, as determined locally by the line between Orange County GPS Survey Monuments "5223" and "5213" having a bearing of North 79°40'05" West, 1983 North American Datum, 2007.00 Epoch Adjustment. Divide distances shown by 0.99999084 to obtain ground distances.

PLAT TO ACCOMPANY LEGAL DESCRIPTION

EXHIBIT 'B'	SHEET 1 OF 1
	SCALE: 1" = 100'
PARCEL NO. OR-002-02	DRAFTED: NPG
PSOMAS 3 Hutton Centre Drive, Suite 200 Santa Ana, Ca 92707 (714) 751-7373 www.psomas.com	CHECKED: KJL
	DATE: 04/26/2012
	JOB NO.: 2AEC010200

EXHIBIT C

EASEMENT RESERVATION Covenants and Conditions

The GRANTEE in the Quitclaim Deed to which this Exhibit B is attached, does hereby agree that the surface easement reserved therein by the Orange County Flood Control District ("**DISTRICT**") shall be a perpetual easement and rights of way ("**Easement Reservation**") for access purposes on, over, upon or across that certain real property identified as Parcel OR-002-02 (E04-151) and more particularly described in Exhibit B of said Quitclaim Deed (hereinafter referred to as the "**Easement Area**"), including the right to construct, repair and maintain a maintenance roadway to access DISTRICT'S adjoining flood control facilities. DISTRICT and GRANTEE agree that the Easement Reservation shall be subject to the following terms and conditions:

1. USE AND OPERATIONS

DISTRICT'S rights shall include rights to utilize the surface of the Easement Area for the purpose of exercising the rights herein granted.

DISTRICT shall at its sole cost promptly repair any damage to the Easement Area, exceeding normal wear and tear, caused by DISTRICT to approximately the same condition as existed prior to the occurrence of such damage and GRANTEE agrees that DISTRICT shall otherwise have no responsibility for the maintenance and repair of the Easement Area

2. CONSTRUCTION AND MAINTENANCE (PMES2.2N)

Should it be necessary for DISTRICT to conduct any construction or excavation activities or otherwise disturb the surface of 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 DISTRICT exercises such rights to utilize the Easement Area which use results in the disturbance of the Easement Area surface, DISTRICT'S only responsibility shall be to backfill the Easement Area with compacted earth to the grade of the immediately surrounding property following completion of DISTRICT'S activity. DISTRICT shall not be responsible for the restoration of any facilities damaged or removed as the result of DISTRICT'S construction activities.

In the event GRANTEE places or constructs facilities or features in the Easement Area which might interfere with DISTRICT'S use of the Easement Area and or the construction of a maintenance roadway within the Easement Area, GRANTEE agrees to relocate at GRANTEE'S sole cost and expense such GRANTEE-owned facilities or features to a location that will not interfere with the roadway proposed to be constructed by or on behalf of DISTRICT.

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 use of the Easement Area, 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 restored by DISTRICT at its expense to the same condition as existed prior to excavation.

3. 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: E04-151/Atwood Channel
300 N. Flower Street, 6th Floor
Santa Ana, CA 92703
Facsimile: 714/834-2870

To GRANTEE:

Orange County Transit Authority
c/o Real Estate Services
550 S. Main Street
P.O. Box 14184
Orange, CA 92863-1584

4. VENUE (PMES13.1N)

DISTRICT and GRANTEE agree that the Quitclaim Deed and 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 DISTRICT and GRANTEE 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.

5. SEVERABILITY (PMES15.1S)

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

6. 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.

7. 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.