

Commonwealth Land Title

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

Orange County Flood Control District  
c/o CEO/Real Estate Services  
P.O. Box 4048  
Santa Ana, CA 92702-4048

Mail Tax Statements as shown above

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



NO FEE

\* \$ R 0 0 1 1 6 8 4 0 5 8 \$ \*

2020000218961 12:29 pm 05/14/20

363 414A D10 13

0.00 0.00 0.00 0.00 36.00 0.00 0.000.000.00 0.00

THIS SPACE FOR RECORDER'S USE ONLY

APN: Portion of 345-151-02

9306480

DOCUMENTARY TRANSFER TAX \$ 0.00

- ☐ 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

Free Recording 6103

- ☐ Unincorporated Area  
☒ Incorporated - City of Anaheim

OCFCD Parcel/Project: E04-107/Atwood Channel  
OCTA Parcel/Project: TR-007-01-I/Tustin-Rose Grade Separation

**EASEMENT DEED**

For valuable consideration, receipt of which is hereby acknowledged,

ORANGE COUNTY WATER DISTRICT,  
a subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended  
hereinafter referred to as "**GRANTOR**"

does hereby grant to

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

a permanent non-exclusive access easement with an 18-foot vertical clearance access from Tustin Avenue to the Atwood Channel ("**Channel**") maintenance road on the south side of the Channel and for vehicular access of GRANTEE'S vehicles and equipment 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, for the purpose of accessing GRANTEE'S adjacent flood control facilities.

GRANTOR 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. USE AND OPERATIONS

The Parties acknowledge that GRANTOR shall not be obligated to construct any improvements or modify the Easement Area for the benefit of GRANTEE; and in the event GRANTOR engages in any construction activity that impacts or compromises the Easement Area, GRANTOR shall restore the Easement Area to the condition that existed prior to GRANTOR'S entry into the Easement Area.

GRANTEE shall have the right to utilize the existing roadway within the Easement Area to access GRANTEE'S adjacent flood control facilities. GRANTEE shall restrict vehicular speeds on and over the Easement Area to a maximum speed of fifteen (15) miles per hour, and shall not park any vehicles or equipment on the Easement Area without the approval of GRANTOR'S General Manager or designee ("**GRANTOR'S General Manager**").

GRANTEE shall, at its sole cost and to the satisfaction of GRANTOR, repair any damage to the Easement Area, excluding normal wear and tear, caused by GRANTEE to comparable condition as existed prior to such damage, and GRANTOR agrees that GRANTEE shall otherwise have no responsibility for the maintenance and repair of the Easement Area.

## 2. COMPLIANCE WITH REGULATORY AUTHORITIES (PMES6.2N)

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.

## 3. TERMINATION OR ABANDONMENT (PMES3.1N)

GRANTEE agrees that in the event GRANTEE'S use of the Easement Area ceases for a continuous period of more than one (1) year without written notice from GRANTEE to GRANTOR of the circumstances affecting such suspension and of GRANTEE'S intention to resume usage of the Easement Area, GRANTEE'S, Director OC Public Works, or designee ("**Director**") shall, at GRANTOR'S request, execute and deliver to GRANTOR for recordation in the Official Records of Orange County, California, a Quitclaim Deed sufficient to remove the encumbrance of this Easement Deed from title.

## 4. HOLD HARMLESS (PMES7.2N)

GRANTEE hereby agrees to indemnify, defend and hold harmless, GRANTOR and its 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 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 Easement Deed by GRANTEE, its agents, officers, employees, invitees or licensees (including the cost of defense of any lawsuit arising therefrom), except for liability arising out of the concurrent active or sole negligent acts of GRANTOR and its elected and appointed officials, officers, agents, employees or contractors. If GRANTOR is named as co-defendant(s) in a lawsuit, GRANTEE shall notify GRANTOR of such fact and shall represent GRANTOR in such legal action unless GRANTOR undertake(s) to represent itself as co-defendant in such legal action, in which event, GRANTEE shall pay to GRANTOR its litigation costs, expenses, and attorneys' fees. If judgment is entered against GRANTOR and GRANTEE by a court of competent jurisdiction because of the concurrent active negligent acts of GRANTOR and GRANTEE, GRANTOR 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.

#### **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. Notwithstanding the foregoing, GRANTEE may use small quantities of Hazardous Materials that are used in the ordinary, customary, and lawful business operations permitted to be conducted in the Easement Area, including the use of Hazardous Materials in the operation of vehicles and equipment on, over and across the Easement Area. Any and all Hazardous Materials permitted in or on the Easement Area shall be stored, used or disposed of in strict compliance with all laws, rules regulations, orders, permits, restrictions, policies or the like enacted now or hereafter relating to or governing in any way, the environmental condition of soil, air, water, groundwater or the presence of Hazardous Materials in or affecting all or any portion of 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 GRANTOR for damage resulting therefrom, then GRANTEE shall indemnify, defend with counsel approved in writing by GRANTOR, and hold harmless, GRANTOR and its 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 GRANTOR 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 GRANTOR'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)**

GRANTOR 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 current and future uses by GRANTEE of the rights and easement herein granted as determined by GRANTEE. Except in an emergency, GRANTOR agrees to provide Director no less than 30 days' advance written notice prior to GRANTOR performing any construction activities that may impact GRANTEE'S access over the Easement Area.

In addition to the above reservation, GRANTOR hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Easement Area at any time or grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, water well(s), sewer and oil lines, for roads and highways, and any other use over and across the Easement Area at any location or locations within the Easement Area, as will not

unreasonably interfere with or prohibit the use by GRANTEE of the rights and easement herein granted, and which will not negatively compromise or interfere with any of GRANTEE'S easement rights.

GRANTOR further agrees that rights granted to third parties by reason of this clause shall contain provisions that such rights are subject to this Easement Deed; that any grants to third parties shall not unnecessarily or unreasonably interfere with GRANTEE'S use of the Easement Area; that any surface or subsurface improvements or facilities placed on, over, under, across, or within the Easement Area by third parties shall be constructed in such a manner so that all easement rights are maintained; that in addition to written approval by GRANTOR'S General Manager GRANTOR shall condition third parties to also obtain GRANTEE'S written approval through Orange County's Public Property Permit process prior to commencement of any construction activities or placement of any facilities in, on, over, across or under the Easement Area and that the surface of the Easement Area shall be replaced in kind as nearly as practicable to its original condition upon the completion of any construction. In the event GRANTOR grants or transfers rights within the Easement Area to any third party/ies prior to this Easement Deed recording which result in requests to GRANTOR for construction or excavation in, on, over, under, or through the Easement Area while this Easement Deed is in full force and effect, GRANTOR shall endeavor to condition its approval of such request upon that third party: (i) to obtain prior approval from GRANTEE through the Orange County's Public Property Permit process; (ii) to return the Easement Area surface to its original specifications, condition and replace in kind where practicable; and (iii) notify GRANTEE in writing at least forty-five (45) days in advance of construction or excavation activities on the Easement Area. For the purposes of this Easement Deed, "third parties" are those parties or persons or entities other than GRANTOR and GRANTEE, their directors, employees, agents or representatives.

GRANTOR reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of GRANTOR, as set forth in the Orange County Water District Act, Chapter 924 of the California Statutes of 1933, as amended, upon any portion or all of the Easement Area at any time. Such work may be performed without incurring any liability of any nature whatsoever to GRANTEE; and GRANTEE hereby releases GRANTOR from, and covenants not to sue GRANTOR for, any such liability provided such work does not interfere or impede GRANTEE's access to its flood control facilities.

#### **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 GRANTOR, or any representation or warranty, either express or implied, relating to the nature or condition of the Easement Area or GRANTOR'S interest therein.

#### **8. 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.

**9. NOTICES (PMES12.1S)**

All notices, documents, correspondence and communications concerning this Easement Deed shall be addressed as set forth in this Section, or as GRANTOR'S General Manager and Director 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. GRANTOR'S General Manager or Director 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 if so given, each 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 GRANTOR:**

Orange County Water District  
Property Management  
P.O. Box 8300  
Fountain Valley, CA 92728-8300  
Telephone: (714) 378-3200  
Facsimile: (714)378-3332

**To GRANTEE:**

Orange County Flood Control District  
c/o CEO/Real Estate Services  
Re: E04-107/Atwood Channel  
P.O. Box 4048  
Santa Ana, CA 92703-4048

**10. 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.

**11. WAIVER OF RIGHTS (PMES14.1S)**

The failure of GRANTOR 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 GRANTOR may have, and shall not be deemed a waiver of the right to require strict performance of any or 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.

**12. 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.

**13. 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.

**14. NO NUISANCE**

GRANTEE shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance

(as defined in California Civil Code section 3479) on the Easement Area and GRANTEE shall not use the Easement Area for any unlawful purpose.

**15. SECURITY**

GRANTEE acknowledges that the Easement Area is taken and accepted by GRANTEE in an "as-is" condition, and that use of the Easement Area does not include the cost of security guard or any other security services or measures. GRANTEE further acknowledges that GRANTOR makes no representation or warranty, express or implied, regarding the security of the Easement Area or the need for or propriety of any security measures at the Easement Area; and GRANTEE further acknowledges that GRANTOR shall have no obligation whatsoever to provide guard service or any other security measures. At such times when GRANTEE, its agents, employees, invitees use the Easement Area, GRANTEE expressly assumes responsibility for the protection and security of the Easement Area, GRANTEE, its agents, employees, invitees and property within the Easement Area from any and all acts of any third party.

**16. EASEMENT AREA "AS-IS"**

GRANTEE acknowledges that the Easement Area is being provided to GRANTEE on an "as-is" basis, and GRANTEE takes and occupies the Easement Area without reliance upon any representation by GRANTOR, or any of its officers, employees, agents or representatives, or any other person, concerning the Easement Area, its fitness for GRANTEE'S intended use or any other particular purpose of use, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this Easement Deed.

**17. NO REPRESENTATION OR WARRANTY CONCERNING EASEMENT AREA**

GRANTEE acknowledges that neither GRANTOR, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Easement Area, its fitness for GRANTEE'S intended use or any other purpose or use, potential or capabilities, its value, or any other matter not expressly set forth in this Easement Deed.

**18. 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.

**19. 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.

APPROVED AS TO FORM:  
RUTAN & TUCKER LLP

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

General Counsel for Orange County  
Water District

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

20190501

## GRANTOR

### ORANGE COUNTY WATER DISTRICT.

a subdivision of the State of California organized  
under Chapter 924 of the Statutes of 1933, as  
amended

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

Vicente Sarmiento, President

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

Michael R. Markus P.E., General Manager

## 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 ORANGE

On MAY 1, 2019, before me JANICE M. DURANT,

Notary Public, personally appeared Vicente Sarmiento + Michael R. Markus,

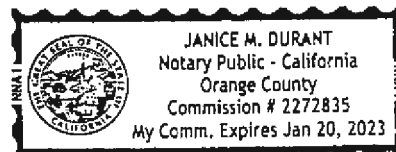
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s)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

JANICE M. DURANT



GRANTEE'S signature on following page.

Approved as to Form

Office of the County Counsel  
Orange County, California

By: Michelle H. Hunt

Deputy

Date: 3/6/20

**GRANTEE**

**ORANGE COUNTY FLOOD CONTROL  
DISTRICT**, a body corporate and politic

By: Khalid Bazmi

Khalid Bazmi

Interim OC Public Works Director

Per Minute Order dated September 11, 2012

**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 Orange

On April 23, 2020 before me Christine M. Long

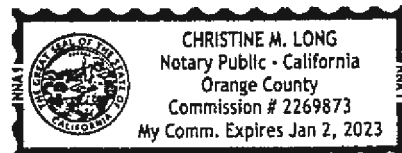
Notary Public, personally appeared Khalid Bazmi

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 Christine M. Long





## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, is hereby accepted by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Orange, California, acting as the governing board of the ORANGE COUNTY FLOOD CONTROL DISTRICT, pursuant to authority conferred by Minute Order dated September 11, 2012 of the said Board of Supervisors, and the ORANGE COUNTY FLOOD CONTROL DISTRICT consents to recordation thereof by its duly authorized officer.

### DISTRICT

ORANGE COUNTY FLOOD CONTROL  
DISTRICT, a body corporate and politic

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

Khalid Bazmi

Interim OC Public Works Director

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

4/23/2020

## EXHIBIT 'A'

### LEGAL DESCRIPTION ATWOOD CHANNEL PORTION OF APN 345-151-02

#### TR-007-01 (E04-107)

Being a portion of Lot 1 in Block 'K' of the Kraemer Tract, in the City of Anaheim, County of Orange, State of California, as shown on a map recorded in Book 12, Pages 87 and 88, of Miscellaneous Records, in the Office of the County Recorder of Los Angeles County, more particularly described as follows:

**BEGINNING** at the intersection of the centerline of Tustin Avenue as shown on Record of Survey Number 94-1030, recorded in Book 145, Page 48, of Records of Survey in the office of the county recorder of Orange County, and the southerly line of Orange County Flood Control District (Atwood Channel) as described in Grant Deed recorded June 3, 1960 in Book 5271, Page 450, Official Records of said Orange County; thence westerly along said southerly line South 89°39'19" West (North 89°38'46" East per said Record of Survey) 68.04 feet to the **TRUE POINT OF BEGINNING**; thence continuing along said southerly line South 89°39'19" West 65.00 feet; thence South 00°20'41" East 44.00 feet; thence South 48°26'39" East 71.02 feet to a line parallel with, and distant westerly 25.00 feet from the westerly line of said Tustin Avenue (120 feet wide); thence southerly along said parallel line South 03°26'39" East 214.85 feet; thence

South 01°33'21" West 68.84 feet to a line parallel with, and distance westerly 25.38 feet from, the westerly line of Parcel 2 as described in the Amended Final Order of Condemnation No. 95879 recorded January 25, 1962 in Book 5988, Pages 618 through 621, Official Records of said County; thence southerly along said parallel line South 03°26'39" East 80.18 feet; thence South 08°26'39" East 68.84 feet to a line parallel with, and distant westerly 25.00 feet from the westerly line of said Tustin Avenue; thence southerly along said parallel line South 03°26'39" East 133.81 feet;

thence South 28°53'26" West 93.48 feet; thence South 01°06'34" East 75.66 feet to a point on the northerly line of Parcel 1 as described in the Amended Final Order of Condemnation No. 95879 recorded January 25, 1962 in Book 5988, Pages 618 through 621, Official Records of said County; thence easterly along said northerly line North 88°53'26" East 78.15 feet to said westerly line of said Tustin Avenue; thence northerly along said westerly line North 03°26'39" West 370.03 feet to a point on the southerly line of Parcel 2 as described on said Amended Final Order of Condemnation No. 95879; thence westerly along said southerly line South 86°33'21" West 5.62 feet to the westerly line of said Parcel 2; thence northerly along said westerly line North 03°26'39" West 47.00 feet to the northwesterly corner of said Parcel 2; thence easterly along the northerly line of said Parcel 2, North 86°33'21" East 5.62 feet to the westerly line of said Tustin Avenue; thence northerly along said westerly line North 03°26'39" West 386.93 feet; thence South 89°39'19" West 8.49 feet; thence North 00°20'41" West 10.01 feet to **TRUE POINT OF BEGINNING**.

Containing 30,182 square feet (0.69 acres).

Bearing and distances shown hereon are based on the California Coordinate System of 1983, Zone 6. Divide distances shown by 0.99999084 to obtain ground distances.

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

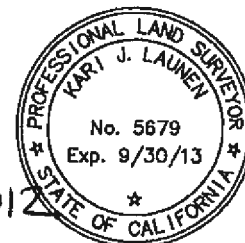


Kari J. Launen

L.S. No. 5679

Expiration Date: 9/30/2013

JULY 16, 2012  
Date



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

**O.C.F.C.D. ATWOOD CHANNEL**

GRANT DEED, REC. IN  
BK. 5271, PG. 450, O.R.

PIPELINES EASEMENT TO  
M.W.D. OF SO. CAL. PER  
BK. 5257, PG. 169, O.R.

**RECORD OF SURVEY NO. 04-1030  
R8B 145/48**

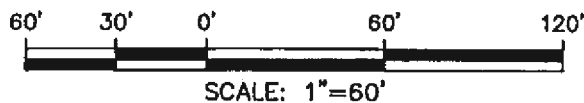
**RECORD OF SURVEY  
R8B 98/48**

**KRAEMER TRACT  
BLOCK "K"  
LOT 1  
M.M. 12/87-88**

APN 345-151-02

PARCEL NO. TR-007-01 [E04-107]  
PROPOSED EASEMENT  
AREA ± 30,182 SQ.FT. (0.69 ACRES)

\*NOTE: SEE SHEET 2 FOR LEGEND AND  
LINE DATA TABLE



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 8.  
DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN  
GROUND DISTANCES.

TPOB

POB

APN 345-161-24

20' RIGHT OF WAY AND SEWER  
EASEMENT TO COUNTY  
SANITATION DISTRICT NO. 2 PER  
BK. 7004, PG. 231 O.R.

60' STREET AND HIGHWAY  
EASEMENT TO COUNTY OF ORANGE  
PER INST. NO. 20000426193 AND  
PER BK. 9284, PG. 394, O.R.

APN 345-161-33

APN 345-151-03

PARCEL NO. 2  
AMENDED FINAL ORDER OF  
CONDEMNATION NO. 95879  
PER BK. 5988, PG. 618, O.R.

30' STREET AND HIGHWAY  
EASEMENT TO COUNTY OF ORANGE  
PER BK. 8705, PG. 146, O.R.

20' INGRESS AND EGRESS  
EASEMENT TO CITY OF ANAHEIM  
PER BK. 5988, PG. 618, O.R.  
(PARCEL 2)

SEE SHEET NO. 2

**PLAT TO ACCOMPANY LEGAL DESCRIPTION**  
APN: 345-151-02

**EXHIBIT 'B'**

E04-107  
PARCEL NO. TR-007-01

**PSOMAS**

3 Hutton Centre Drive, Suite 200  
Santa Ana, Ca 92707  
(714) 731-7373 www.psomas.com

**SHEET 1 OF 2**

**SCALE: 1" = 60'**

**DRAFTED: NPG**

**CHECKED: KJL**

**DATE: 07/16/2012**

**JOB NO.: 2B16020100**

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

SEE SHEET NO. 1

**RECORD OF SURVEY NO. 04-1080  
R8B 146/48**

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S86°33'21"W	5.62'
L2	N03°26'39"W	47.00'
L3	N86°33'21"E	5.62'
L4	S89°39'19"W	8.49'
L5	N00°20'41"W	10.01'

**LEGEND**



INDICATES AREA TO BE CONVEYED  
FOR EASEMENT PURPOSES.  
AREA ± 30,182 SQ.FT. (0.69 ACRES)

**POB** POINT OF BEGINNING

**TPOB** TRUE POINT OF BEGINNING

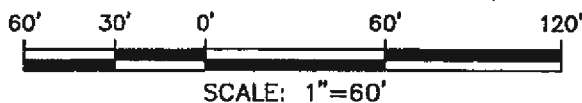
--- STREET CENTERLINE

--- STREET RIGHT OF WAY

--- EXISTENT EASEMENT

**KRAEMER TRACT  
BLOCK K  
LOT 1  
M.M. 12/87-88**

APN 345-151-04  
PARCEL NO. 1  
AMENDED FINAL ORDER OF  
CONDEMNATION NO. 95879  
PER BK. 5988, PG. 618, O.R.



BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON  
THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 6.  
DIVIDE DISTANCES SHOWN BY 0.99999084 TO OBTAIN  
GROUND DISTANCES.

APN 345-151-02

APN 345-151-03

20' GAS PIPES AND MAINS  
EASEMENT TO SOUTHERN COUNTIES  
GAS COMPANY OF CALIFORNIA PER  
BK. 6368, PG. 238, O.R.

20' INGRESS AND EGRESS  
EASEMENT TO CITY OF ANAHEIM  
PER BK. 5988, PG. 618, O.R.  
(PARCEL B)

APN 345-161-33

**TUSTIN AVENUE**

PARCEL NO. TR-007-01 [E04-107]  
PROPOSED EASEMENT  
AREA ± 30,182 SQ.FT. (0.69 ACRES)

**PLAT TO ACCOMPANY LEGAL DESCRIPTION  
APN: 345-151-02**

**EXHIBIT 'B'**

E04-107  
PARCEL NO. TR-007-01

**PSOMAS**  
3 Hutton Centre Drive, Suite 200  
Santa Ana, Ca 92707  
(714) 751-7373 www.psomas.com

**SHEET 2 OF 2**

**SCALE: 1" = 60'**

**DRAFTED: NPG**

**CHECKED: KJL**

**DATE: 07/16/2012**

**JOB NO.: 2B1G020100**

DWG Name: M:\2B1G020100\SURVEY\LEGALS\EXHIBITS\X-16-100-APN 345-151-02\_REV 5.dwg Plotted by: ngubierrez on Jul 16, 2012 - 13:48:46