



AGENDA

18700 Ward St.
Fountain Valley, CA 92708
(714) 378-3200

PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS *
ORANGE COUNTY WATER DISTRICT
Friday, October 24, 2025 – 12:00 p.m. – Conference Room C-2

*The OCWD Property Management Committee meeting is noticed as a joint meeting with the Board of Directors for the purpose of strict compliance with the Brown Act and it provides an opportunity for all Directors to hear presentations and participate in discussions. Directors receive no additional compensation or stipend as a result of simultaneously convening this meeting. Items recommended for approval at this meeting will be placed on **November 5, 2025** Board meeting Agenda for approval.

This meeting will be held in person. As a convenience for the public, the meeting may also be accessed by Zoom Webinar and will be available by either computer or telephone audio as indicated below. Because this is an in-person meeting and the Zoom component is not required, but rather is being offered as a convenience, if there are any technical issues during the meeting, this meeting will continue and will not be suspended.

Computer Audio: You can join the Zoom meeting by clicking on the following link:

<https://ocwd.zoom.us/j/81364630427>

Meeting ID: 813 6463 0427

Telephone Audio: (213) 338 8477

Teleconference Sites:
10382 Bonnie Drive, Garden Grove
20 Civic Center, Santa Ana
ARTIC, Second floor conference room, 2626 E Katella Ave., Anaheim
19 Cannery, Buena Park

* Members of the public may attend and participate at all locations.

ROLL CALL

ITEMS RECEIVED TOO LATE TO BE AGENDIZED

RECOMMENDATION: Adopt resolution determining need to take immediate action on item(s) and that the need for action came to the attention of the District subsequent to the posting of the Agenda (requires two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, a unanimous vote of those members present.)

VISITOR PARTICIPATION

Time has been reserved at this point in the agenda for persons wishing to comment for up to three minutes to the Board of Directors on any item that is not listed on the agenda, but within the subject matter jurisdiction of the District. By law, the Board of Directors is prohibited from taking action on such public comments. As appropriate, matters raised in these public comments will be referred to District staff or placed on the agenda of an upcoming Board meeting.

At this time, members of the public may also offer public comment for up to three minutes on any item on the Consent Calendar. While members of the public may not remove an item from the Consent Calendar for separate discussion, a Director may do so at the request of a member of the public.

CONSENT CALENDAR (ITEMS NO. 1-2)

All matters on the Consent Calendar are to be approved by one motion, without separate discussion on these items, unless a Board member or District staff request that specific items be removed from the Consent Calendar for separate consideration.

1. MINUTES OF PROPERTY MANAGEMENT COMMITTEE MEETING HELD SEPTEMBER 26, 2025

RECOMMENDATION: Approve minutes as presented

2. ORANGE COUNTY TRANSIT AUTHORITY TEMPORARY CONSTRUCTION EASEMENT REQUEST FOR STATE ROUTE 91 IMPROVEMENTS

RECOMMENDATION: Agendize for November 5 Board meeting: Approve the Right-of-Way Contract and Temporary Construction Easements requested by the Orange County Transportation Authority in connection with the SR-91 improvement project.

INFORMATIONAL ITEMS

3. ANAHEIM LAKE HOUSE POTENTIAL OPTIONS
4. QUARTERLY REPORT ON LEASES AND PERMITS/LICENSES FOR THE PERIOD ENDING SEPTEMBER 30, 2025

CHAIR DIRECTION AS TO ITEMS TO AGENDIZE AS MATTERS FOR CONSIDERATION AT THE NOVEMBER 5 BOARD MEETING

DIRECTORS' COMMENTS/REPORTS

GENERAL MANAGER'S COMMENTS/REPORTS

ADJOURNMENT

PROPERTY MANAGEMENT COMMITTEE

Committee Members

Steve Sheldon - Chair
Natalie Meeks - Vice Chair
Fred Jung
Roger Yoh
Cathy Green

Alternates

Dina Nguyen - Alternate 1
Valerie Amezcua - Alternate 2
Van Tran - Alternate 3
Erik Weigand - Alternate 4
Denis Bilodeau - Alternate 5

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted at the guard shack entrance and in the main lobby of the Orange County Water District, 18700 Ward Street, Fountain Valley, CA and on the OCWD website not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the District Secretary. Backup material for the Agenda is available at the District offices for public review and can be viewed online at the District's website: www.ocwd.com

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the District Secretary at (714) 378-3234, by email at cfuller@ocwd.com, by fax at (714) 378-3373. Notification 24 hours prior to the meeting will enable District staff to make reasonable arrangements to assure accessibility to the meeting.

As a general rule, agenda reports or other written documentation has been prepared or organized with respect to each item of business listed on the agenda, and can be reviewed at www.ocwd.com. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the Board of Directors in connection with an open session agenda item are also on file with and available for inspection at the Office of the District Secretary, 18700 Ward Street, Fountain Valley, California, during regular business hours, 8:00 am to 5:00 pm, Monday through Friday. If such writings are distributed to members of the Board of Directors on the day of a Board meeting, the writings will be available at the entrance to the Board of Directors meeting room at the Orange County Water District office.

MINUTES OF THE PROPERTY MANAGEMENT COMMITTEE MEETING
WITH BOARD OF DIRECTORS
ORANGE COUNTY WATER DISTRICT
September 26, 2025 @ 12:00 p.m.

Director Sheldon called the Property Management Committee meeting to order in Conference Room C-2. Members of the public also participated via Zoom. The Secretary called the roll and reported a quorum as follows:

Committee

Steve Sheldon
Natalie Meeks
Fred Jung
Roger Yoh
Cathy Green

OCWD Staff

John Kennedy, General Manager
Daniel Park, Property Manager
Jeremy Jungreis, General Counsel
Christina Fuller, District Secretary

Alternates

Dina Nguyen (absent)
Valerie Amezcua
Van Tran
Erik Weigand (absent)
Denis Bilodeau

CONSENT CALENDAR (ITEMS NO. 1-2)

The Consent Calendar was approved upon motion by Director Green, seconded by Director Jung, and carried [5-0] as follows:

Ayes: Sheldon, Meeks, Jung, Yoh, Green

1. Meeting Minutes

The Minutes of the Property Management Committee meeting held August 22, 2025 were approved as presented.

2. Voit Real Estate Services Agreement To Lease The District's Imperial Highway Property

Recommended for approval at October 15 Board meeting: Authorize re-engagement of Voit Real Estate Services to market and lease the Imperial Highway Property under the same Commission Schedule and Leasing Terms previously approved in November 2022.

MATTER FOR CONSIDERATION

3. Corona Recreation, Inc. Request for Tree Trimming at Warner Basin

Property Director Daniel Park reported that the District leases property at Warner Basin to Corona Recreation, Inc. for operation of a fishing concession and recalled that the Board has previously approved rent credits for tree trimming services to address safety concerns from overgrown Eucalyptus and Ficus trees. He stated that Corona Recreation has requested an additional rent credit to cover the costs of branch removal and tree trimming services. He reported that staff finds the request consistent with prior Board actions and recommends approval of a rent credit not to exceed \$27,000. He noted that given the ongoing maintenance needs, staff further recommends delegating authority to the General Manager to approve future tree trimming requests.

The Committee questioned the number of trees and noted that the price seemed very high. Director Meeks requested that staff obtain recommendation from the arborist performing the tree trimming on a long term plan for the tree trimming cycle.

Upon motion by Director Green, seconded by Director Meeks and carried [5-0], the Committee recommended for approval at the October 15 Board meeting: 1) Authorize a rent credit not to exceed \$27,900 for emergency branch removal and additional tree trimming services retained by Corona Recreation 2) Authorize the General Manager to approve future requests at their discretion, and 3) Obtain recommendation from the arborist performing the tree trimming on a long term plan for the tree trimming cycle.

Ayes: Sheldon, Meeks, Jung, Yoh, Green

INFORMATIONAL ITEMS

4. Status Update Regarding the District's Imperial Highway Property

Mr. Park reported that initial traffic engineering efforts by Dudek and Wood Rodgers (Dudek) have highlighted significant challenges in identifying viable access routes to the Property. He stated that preliminary analyses revealed that certain access configurations could lead to substantial queuing and congestion on Imperial Highway, raising concerns about obtaining approval from Caltrans. He advised that further exploration of alternative access options is underway to determine if there is a solution that balances development potential with transportation standards and Caltrans requirements. Chair Sheldon requested that Dudek provide an update at the next Committee meeting.

5. Status Update on the City of Anaheim's Proposed OC River Walk Project

Mr. Park reported that District staff recently received a draft Memorandum of Understanding (MOU) to guide coordination, define responsibilities, and outline funding obligations which staff is in the process of reviewing. Staff was directed to place this item on the next Board meeting agenda for Closed Session.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 12:16 p.m.

Steve Sheldon, Chair

AGENDA ITEM SUBMITTAL

Meeting Date: October 24, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budgeted Amount: N/A

Revenue Estimate: \$72,480

Funding Source: N/A

Program/ Line Item No. N/A

General Counsel Approval: Yes

Engineers/Feasibility Report: N/A

CEQA Compliance: N/A

**Subject: ORANGE COUNTY TRANSIT AUTHORITY TEMPORARY CONSTRUCTION
EASEMENT REQUEST FOR STATE ROUTE 91 IMPROVEMENTS**

SUMMARY

The Orange County Water District (OCWD), in coordination with the Orange County Transportation Authority (OCTA) and Caltrans, is supporting improvements to State Route 91 (SR-91) between SR-57 and SR-55. To facilitate construction, OCTA has requested Temporary Construction Easements (TCEs) over OCWD property in Anaheim for approximately five years. The Board approved the compensation offer at its August 6 meeting, and staff now requests approval of the finalized Right-of-Way Contract and easement documents.

Attachment: Right-of-Way Contract and Temporary Construction Easements

RECOMMENDATION

Agendize for November 5 Board meeting: Approve the Right-of-Way Contract and Temporary Construction Easements requested by the Orange County Transportation Authority in connection with the SR-91 improvement project.

DISCUSSION/ANALYSIS

OCTA, in partnership with Caltrans, is implementing a three-segment improvement project along SR-91 between SR-57 and SR-55. The project aims to improve mobility along the corridor, reduce weaving and merging conflicts between ramps, and upgrade on- and off-ramps, sidewalks, and bike lanes at Glassell Street, Tustin Avenue, and Lakeview Avenue interchanges. OCTA and Caltrans are coordinating efforts with the cities of Anaheim, Orange, Placentia, and Fullerton.

Segment 2 of the project, which spans SR-55 to SR-57, is scheduled to begin in early 2026 and conclude in early 2030. Improvements within this segment will require the use of several OCWD parcels in Anaheim, including areas near the Tustin Avenue Bridge, SR-91 freeway bridge, and the Tustin Avenue eastbound off-ramp. Planned construction includes adding an eastbound auxiliary lane and reconstructing the Tustin Avenue overcrossing to

meet current design and safety standards, with features such as standard-width lanes, sidewalks, shoulders, and bike lanes.

Preliminary work supporting the project began in 2021. In May 2021, OCTA contractor Earth Mechanics, Inc. was granted a short-term license by OCWD to perform geotechnical borings along the Santa Ana River (SAR). In June 2021, a second short-term license was granted to C Below, Inc. for pothole excavations in the same area to verify utility depths. Both licenses were six months in duration, with associated fees of \$1,148, as previously reported to the Property Committee in August 2021.

For the upcoming Segment 2 construction, OCTA has identified multiple OCWD-owned parcels that will require Temporary Construction Easements. The table below outlines the parcels, the intended use of the TCEs, and the anticipated construction duration:

APN(s)	TCE Needed For	Approximate Construction Duration	Schedule
360-212-01	Installation of bat panels for bat mitigation, relocating them under Tustin Ave bridge	60 months (1 month installation, 1 month removal, and monthly monitoring)	June 2025 – May 2030
360-211-02, 360-212-01, 360-212-02	EB SR-91 bridge widening construction/laydown and access, water diversion for river	46 months	January 2026 – November 2029
346-111-01, 346-121-03, 346-121-02	WB SR-91 water diversion and access	46 months	January 2026 – November 2029
360-211-01	Tustin Ave EB Off-Ramp construction – grading and fence installation	6 months	June 2028 – December 2028

OCTA submitted a formal offer package including an appraisal by CBRE, a draft Right-of-Way Contract, and supporting documentation. At OCWD’s request, CBRE evaluated approximately 9.88 acres of river-adjacent property near Tustin Avenue and SR-91. Given the land's zoning for open space and water use, the appraisal reflected limited-use value.

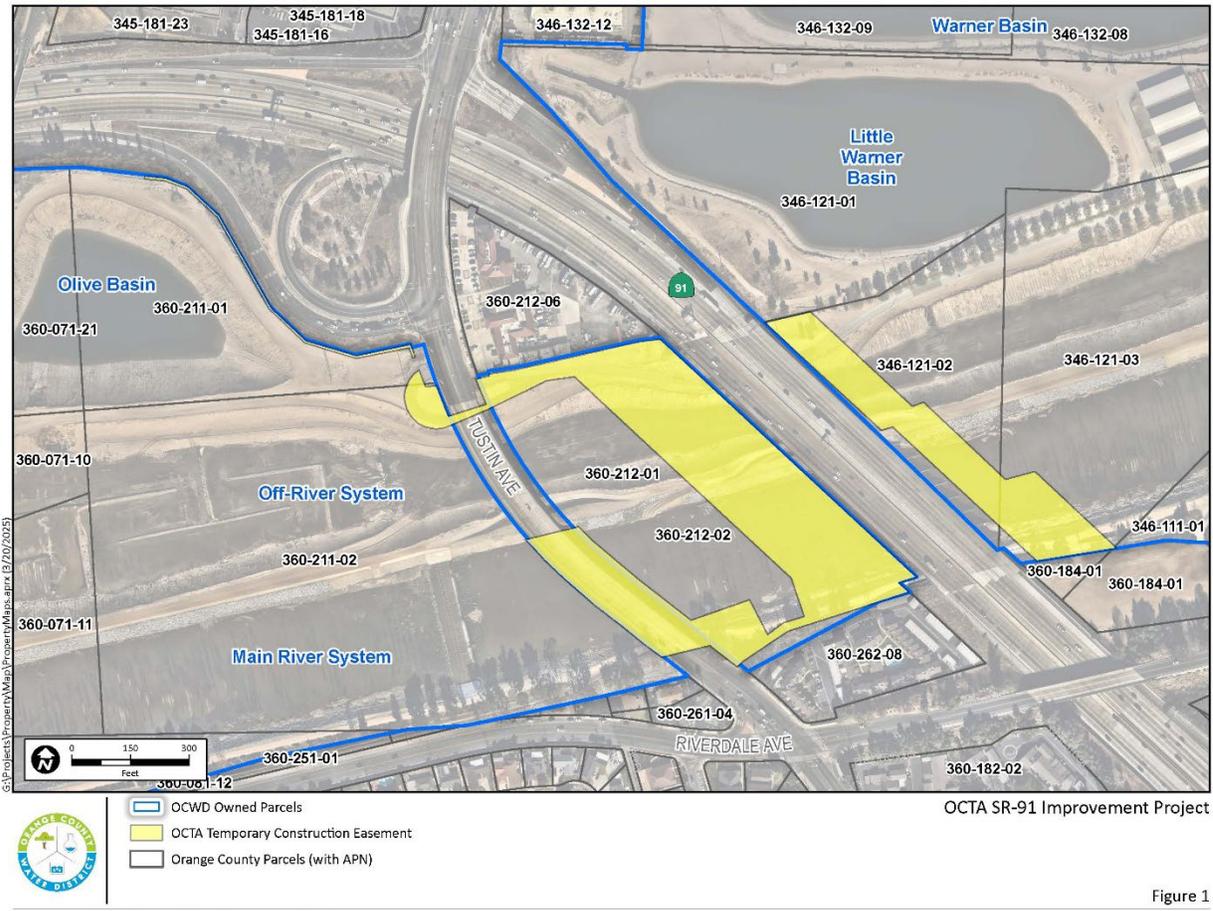
CBRE concluded the fair market value of the TCEs to be \$60,400. OCTA also offered a 20% incentive payment of \$12,080 contingent on timely acceptance, for a total compensation amount of \$72,480. The Board approved this compensation offer at its August 6, 2025 meeting.

Earlier this month, OCWD staff and general counsel finalized negotiations with OCTA, and the Right-of-Way Contract and TCE documents are now finalized. Staff recommends that the Board approve these documents to authorize OCTA to move forward with the project.

PRIOR BOARD ACTION(S)

8/06/2025, M25-73, Approve the negotiated compensation offer from the Orange County Transportation Authority in the amount of \$72,480, which includes \$60,400 for Temporary Construction Easements and a \$12,080 incentive payment.

LOCATION MAP



SOURCE: OCWD (03/2025); Nearmap (1/2025); Orange County (2018)

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

STATE ROUTE (SR) 91 SEGMENT 2 IMPROVEMENT PROJECT

		346-111-01
		346-121-02
		346-121-03
	104163-1	360-211-01
	104163-2	360-211-02
Portion of Santa Ana River near Tustin Avenue and SR-91, Anaheim, CA 92806	104163-3	360-212-01
	104165-1	360-212-02
Property Address	Parcel Nos.	APNs
		92023842-920-CMM-CM8, 92023844-920-CMM-CM8, and 92023845-920-CMM-CM8
Federal Project No.	Escrow No.	Title Order Nos.

RIGHT OF WAY CONTRACT

Orange County Water District a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, (hereinafter, "Grantor" or "OCWD") owns the real property located on a Portion of Santa Ana River near Tustin Avenue and SR-91, in the City of Anaheim, County of Orange, California, Assessor Parcel Numbers 346-111-01, 346-121-02, 346-121-03, 360-211-01, 360-211-02, 360-212-01, and 360-212-02 (the "Property"). Portions of the Property are needed for construction of the State Route (SR) 91 Segment No. 2 Improvement Project (the "Project"). The Project is proposing to improve traffic operations along SR-91 between La Palma Avenue and SR-55 by adding one General Purpose lane and replacing the shoulder on eastbound SR-91 and restoring auxiliary lanes as needed throughout the project limits. Additional improvements will include replacement of the Kraemer Boulevard Overcrossing Bridge, replacement of the Tustin Avenue Overcrossing Bridge, and widening of the Santa Ana River Bridge. There will also be ramp improvements at the Kraemer Boulevard / Glassell Street and Tustin Avenue interchanges, and at the East SR-91 to South 55 connector. There will be street improvements on Kraemer Boulevard / Glassell Street and Tustin Avenue.

Document No. 104163-1, in the form of a Grant of Easement (Temporary Construction Easement) Deed to the Orange County Transportation Authority ("OCTA"), attached as **Exhibit "1"** and covering the property interest as described and depicted in Exhibits "B" and "B1" thereto; Document No. 104163-2, in the form of a Grant of Easement (Temporary Construction Easement) Deed to OCTA, attached as **Exhibit "2"** and covering the property interest as described and depicted in Exhibits "B" and "B1" thereto; Document No. 104163-3, in the form of a Grant of Easement (Temporary Construction Easement) Deed to OCTA, attached as **Exhibit "3"** and covering the property interest as described and depicted in Exhibits "B" and "B1" thereto; and Document No. 104165-1, in the form of a Grant of Easement (Temporary Construction Easement) Deed to OCTA, attached as **Exhibit "4"** and covering the property interest as described and depicted in Exhibits "B" and "B1" thereto (collectively, the "Property Interests"), will be executed during the escrow to be opened for this transaction.

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration for the execution hereof.

(B) OCTA desires to purchase from Grantor, and Grantor desires to grant to OCTA, the Property Interests identified herein.

(C) It is agreed that OCTA shall open an escrow in accordance with this Agreement at an escrow company of OCTA's choice ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of OCTA and Grantor, and the Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.

2. (A) OCTA shall pay the undersigned Grantor the sum of Seventy-Two Thousand Four Hundred Eighty Dollars and Zero Cents (**\$72,480.00**) for the Property Interests conveyed by Document Nos. 104163-1, 104163-2, 104163-3, and 104165-1 when title to said Property Interests vests in OCTA subject to all matters disclosed on any of the title report(s) connected with the Property Interests (Commonwealth Land Title Company order numbers 92023842-920-CMM-CM8, 92023844-920-CMM-CM8, and 92023845-920-CMM-CM8) (the "Title Reports").

(B) OCTA will pay all usual escrow and recording fees incurred in this transaction, and if title insurance is desired by OCTA, the premium charged therefor. Due to OCTA's status as a public agency, no recording fees will be payable (pursuant to Government Code section 27383) and no documentary transfer tax will be payable (pursuant to Revenue & Taxation Code section 11922). This transaction may be handled through an external escrow with Golden State Escrow or another selected escrow company to be determined.

(C) OCTA shall have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments that have become a lien at the close of escrow.

3. Release. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against OCTA and the State of California, Department of Transportation (hereinafter, individually and collectively, "Releasee") by reason of the acquisition of the Property Interests, pursuant to Article 1, Section 19 of the California Constitution, the Eminent Domain Law, condemnation, inverse condemnation or similar laws or regulations

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

related to the condemnation of property (the "Released Claims"). Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasee and any and all of Releasee's employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies, and assigns from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interests, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest, and/or costs connected to the Released Claims. Grantor consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and waives all attorney's fees, costs, claims to money on deposit, disbursements, and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete, and final resolution and settlement of all Released Claims, except as expressly provided herein. It is therefore understood that the waiver under this Agreement of any rights, damages, compensation, or benefits related to the Released Claims to which Grantor is or may be entitled is intended to be full and complete. Accordingly, except as provided herein:
 - (A) Pursuant to the releases set forth in Section 3 of this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California, which provides:

"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."
 - (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify OCTA, its successors, and/or assigns against any and all claims, demands, and causes of action filed against OCTA, its successors, and/or assigns arising from OCWD's breach of violation of the representation in the preceding sentence. Grantor represents and warrants that it will defend and indemnify OCTA, its successors, and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens, and any penalties and delinquencies on the Property Interests at the time of the closing of the escrow contemplated hereunder. Grantor represents and warrants that other than the Property Interests granted hereunder and the matters disclosed on the Title Reports, it has made no assignment of any interest in the Property Interests.
7. Grantor acknowledges that there are no tenants on the Property. Grantor agrees to defend and indemnify and hold OCTA harmless and to reimburse OCTA for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general release or quitclaim deed may be required from any lessee that has a lease term exceeding one month. Said general releases or quitclaim deeds are to be provided by Grantor to Escrow Agent or OCTA prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement prior to the close of escrow contemplated hereunder.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements: None. Grantor agrees that it is not entitled to compensation for any other improvements located within the area of the Property Interests being purchased pursuant to this Agreement.
9. It is understood and agreed by and between the parties hereto that improvements within the area of the Property Interests will be protected in place or replaced by OCTA, at OCTA's sole cost and expense, in accordance with the project plans as provided to and reviewed by Grantor. It is further understood and agreed by and between the parties hereto that surface drainage features within the area of the Property Interests will be protected in place or replaced and/or relocated by OCTA, at OCTA's sole cost and expense, in accordance with the project plans as provided to and reviewed by Grantor and any applicable permits issued in conjunction with Project construction.
10. OCWD uses the Santa Ana River ("River") and the channel immediately adjacent to that river ("Off-River") to convey significant amounts of water. (The River and Off-River areas within the Property Interests are outlined in green and blue, respectively, on **Exhibit "5"**.) OCTA shall not limit OCWD's conveyance of water within the area of the Property Interests except in accordance with the Project plans, as provided to and reviewed by Grantor, and any applicable permits issued in conjunction with Project construction. During Project construction, OCTA's contractor shall maintain minimum flow capacities of 500 cfs within the River and 300 cfs within the Off-River. OCWD shall not be responsible for potential groundwater within OCTA excavations. OCTA understands that OCWD is

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

not in full control of water being conveyed in the Santa Ana River, and OCWD shall not be held accountable for flows outside of its control. Other than structural materials installed to support the Santa Ana River Bridge and materials and equipment used for Project construction, OCTA shall not permit placement of non-native materials within the water conveyance channels without the written consent of OCWD's General Manager.

11. During the TCE terms, Grantor's access to the Property Interests shall be maintained as follows: Grantor shall have use of a minimum 12-foot width along the northern access road—outlined in red on **Exhibit 5**—at all times except during construction to lower the profile of said roadway (est. duration 2 to 3 weeks). Grantor shall receive at least fourteen (14) days' advance written notice prior to the commencement of construction on the northern access road. Additionally, at all times during Project construction within the Property Interests, OCTA's contractor shall maintain a passageway of not less than twenty (20) feet in width for vehicular and/or bulldozer access. Said passageway shall be maintained in either the River or the Off-River and may be moved, both at OCTA's discretion. As to all other areas of the Property Interests, Grantor shall have access to such areas (a) for routine maintenance, on at least twenty-four (24) hours' notice; and (b) in case of emergency, on such notice as is reasonable practicable under the circumstances.
12. OCTA shall not take actual/physical possession of the Property Interests until at least thirty (30) days' advance written notice by OCTA or OCTA's contractor is given to Grantor of OCTA's taking actual/physical possession of the Property Interests. OCTA shall not be deemed to have control of the areas within the Property Interests nor a duty to maintain the areas within the Property Interests in a safe condition prior to the time OCTA or OCTA's contractor takes actual/physical possession of the areas within the Property Interests.
13. OCTA agrees to hold harmless, defend (with counsel selected by OCWD), and indemnify the Grantor, its officers, directors, employees, and agents (collectively "Grantor and Grantor Personnel") against any and all claims, liabilities, damages, or injuries arising from the activities of OCTA and/or OCTA's contractors, employees, guests, or invitees in connection with OCTA's operations under this Agreement. Without limiting the foregoing, OCTA shall be responsible for any damages caused by OCTA's operations under this Agreement and shall, at its option, either repair such damage or compensate Grantor for the reasonable cost of repair. This provision shall survive the termination of this Agreement.

OCTA agrees to name the Grantor as an additional insured under its insurance policies covering operations conducted on or relating to the Property Interests. OCTA agrees to provide the Grantor with a written notice within thirty (30) days of any potential claim arising from OCTA's operations affecting the Property Interests.

14. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Property Interests by OCTA, including the right to remove and dispose of improvements within the Property Interests, shall commence on the date the amount of funds as specified in Clause 2(A) herein is deposited into the escrow

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

controlling this transaction and the TCEs shall terminate sixty (60) months thereafter ("TCE Term"). The deposit of funds will be within forty-five (45) days after the Agreement is fully executed by both parties. Upon the deposit and determination of the commencement date, Exhibits "1" through "4" shall be updated to reflect the commencement and termination dates of the TCEs. The amount shown in Clause 2(A) herein includes full payment for such possession and use but does not include unanticipated physical damage caused by construction, from said commencement date. In the event Escrow fails to close, OCTA's rights under this Agreement shall immediately terminate, and OCTA shall forfeit a Five Thousand Dollar (\$5,000) portion of its deposit to OCWD as compensation for the time OCTA was permitted to possess and use the Property Interests hereunder.

15. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages that have accrued or may accrue to Grantor's remaining property anticipated from OCTA's construction of the Project, including, but not limited to, any expense that Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
16. It is agreed between the parties hereto that OCTA is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on the property acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title reports (Commonwealth Land Title Company order numbers 92023842-920-CMM-CM8, 92023844-920-CMM-CM8, and 92023845-920-CMM-CM8). Grantor acknowledges it has received and reviewed the Preliminary Reports. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests are being acquired under this transaction in the condition referenced in Section 2(A).
17. Grantor agrees to keep the Property Interests described in Document Nos. 104163-1, 104163-2, 104163-3, and 104165-1 free and clear of all materials, improvements, and personal property during the "Construction Period" of the Property Interests (as defined in the document titled "Temporary Construction Easement Attachment to Legal Description" attached to said documents), except as provided in Paragraph 11 hereinabove.

Grantor agrees that any materials, improvements, and personal property within the Property Interests areas that remain after OCTA takes actual/physical possession of the Property Interests may be removed by OCTA and/or its contractor during the term of the TCEs. Grantor further agrees that the cost of removal of any materials, improvements, or personal property that are installed by Grantor after OCTA takes actual/physical possession shall be the sole responsibility of Grantor, unless such placement is permitted pursuant to Paragraph 11 and/or reasonably necessary to maintain Grantor's operations and has been coordinated with OCTA to minimize disruption to the Project.

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

18. Any notice either party is or may be required to give the other shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantor:

Orange County Water District
P.O. Box 8300
Fountain Valley, CA 92728

To OCTA:

Orange County Transportation Authority
550 South Main Street
Orange, CA 92863-1584
Attn: Joe Gallardo

19. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. Neither party may assign this Agreement without the prior written consent of the other party.
20. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases, or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property to Grantor's actual knowledge. Grantor further represents and warrants that Grantor has no actual knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property that may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired are found to be contaminated by the presence of hazardous waste that requires mitigation under Federal or State law, OCTA may elect to recover its clean-up costs from those who caused or contributed to the contamination where permitted by applicable contamination laws, including, but not limited to, Grantor.

21. It is understood and agreed that the fully executed Grant of Easement (Temporary Construction Easement) Deeds shall be recorded in the Recorder's Office for the County of Orange.
22. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
23. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

24. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
25. This Agreement may be executed in counterparts, including by facsimile and/or electronic mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.
26. The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R. Section 50.3.
27. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.
28. This Agreement may be subject to approval by OCTA's and OCWD's respective governing Boards of Directors.

(Signatures on next page.)

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

In Witness Whereof, the parties have executed this Agreement on the day and year set forth below.

GRANTOR:

**Orange County Water District, a political subdivision of
the State of California organized under Chapter 924 of
the Statutes of 1933, as amended**

By: _____
Denis Bilodeau, President DATE

By: _____
John Kennedy, General Manager DATE

APPROVED AS TO FORM:

By: _____
Rutan & Tucker, LLP DATE

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
James G. Beil DATE
Executive Director, Capital Programs

APPROVED AS TO FORM:

By: _____
James Donich DATE
General Counsel
Orange County Transportation Authority

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

Exhibit "1"

**Grant of Easement (Temporary Construction Easement) Deed
(Document No. 104163-1)**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

FREE RECORDING:

This instrument is for the benefit of the Orange County
Transportation Authority, and is entitled to be recorded
without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. &
Tax. Code, § 11922.)

Portion of APN: 360-211-01

Above Space for Recorder's Use

District	County	Route	Postmile	Number
12	ORA	91	8.3	104163-1

GRANT OF EASEMENT
(Temporary Construction Easement)

Orange County Water District (hereinafter, "Grantor" or "OCWD"), a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, is the owner of that certain real property located in the City of Anaheim, County of Orange, State of California, designated as Assessor Parcel Number 360-211-01 ("**Grantor's Property**").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("Grantee")**, its employees, agents, representatives, contractors, successors, and assigns, a temporary easement for construction of the State Route (SR) 91 Segment No. 2 Improvement Project, in, on, over, under, and across that portion of Grantor's Property more particularly described in Exhibit "B", depicted in Exhibit "B1", and as defined in scope in that certain document titled "Temporary Construction Easement Attachment to Legal Description," all of said documents are attached hereto and incorporated herein by this reference (the "Easement Area"). The term of the easement described herein will commence on the date of the deposit of funds into escrow, _____, and expire sixty (60) months thereafter, _____.

1. **MAINTENANCE:** Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good and working condition, at its sole cost and expense, during the easement term.
2. **INDEMNIFICATION:** Grantee shall indemnify and hold Grantor, Grantor's directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys' fees and costs of defense) to the arising out of Grantee's licensees' and/or permittees' usage of the Easement Area and any Grantee improvements, installations, facilities,

and activities thereon during the easement term. This obligation shall not be restricted by any insurance amounts or proceeds.

**GRANTOR:
Orange County Water District, a political
subdivision of the State of California organized
under Chapter 924 of the Statutes of 1933, as
amended**

DATED: _____

APPROVED AS TO FORM

By: _____
Denis Bilodeau, President

By: _____
Rutan & Tucker, LLP

By: _____
John Kennedy, General Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "B"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 104163-1

THAT PORTION OF LOT 3 OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED IN THAT DIRECTOR'S DEED RECORDED JANUARY 31, 1973 IN BOOK 10535, PAGE 642, OF OFFICIAL RECORDS, SAID PORTION BEING A STRIP OF LAND 5.00 FEET WIDE, THE NORTHERLY, NORTHEASTERLY, AND EASTERLY LINES OF SAID STRIP ARE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF THE PARCEL OF LAND AS DESCRIBED IN SAID DEED, SAID POINT BEING THE NORTHWESTERLY TERMINUS OF A LINE DESCRIBED IN SAID DEED AS HAVING A BEARING AND DISTANCE OF "SOUTH 83°16'33" EAST, 214.96 FEET", SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY ROUTE 91 AS SHOWN ON THE STATE OF CALIFORNIA'S DEPARTMENT OF TRANSPORTATION (CALTRANS) RIGHT OF WAY MAP NO. F-1837.1, SC-42R-0051, ON FILE WITH CALTRANS DISTRICT 12 RIGHT OF WAY MAPS;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 83°16'45" EAST, 160.02 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTHERLY, NORTHEASTERLY, AND EASTERLY LINES AS DESCRIBED IN SAID DEED, THE FOLLOWING 8 COURSES:

1. SOUTH 83°16'45" EAST, 54.94 FEET;
2. SOUTH 68°39'08" EAST, 60.00 FEET;
3. SOUTH 47°14'04" EAST, 108.98 FEET;
4. SOUTH 29°36'58" EAST, 269.16 FEET;
5. SOUTH 46°39'32" EAST, 122.38 FEET;
6. SOUTH 72°54'02" EAST, 136.02 FEET;
7. NORTH 79°07'10" EAST, 142.89 FEET;
8. SOUTH 20°02'14" EAST, 33.28 FEET TO THE **POINT OF TERMINUS**.

CONTAINING AN AREA OF 4621 SQUARE FEET OR 0.106 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 83 (1991.35 EPOCH). ALL DISTANCES DESCRIBED ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

ALL AS SHOWN ON EXHIBIT "B1", ATTACHED HERETO AND A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



LISA M. HENSTRIDGE SPIVAK, PLS 7177

4/29/2024
DATE



BASIS OF BEARINGS: THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.



RIGHT OF WAY MAP
NO. F-1837.J
SC-42R-005I

POC PARCEL 104163-1

NORTHWESTERLY TERMINUS
OF S83°16'33"E 214.96'

RIVERSIDE FREEWAY SR 91

S83°16'45"E 160.02'

TPOB
PARCEL 104163-1

NORTHERLY LINE OF DIRECTORS
DEED D-384 AND SOUTHERLY
RIGHT OF WAY LINE OF SR91
PER RIGHT OF WAY MAP F-1837.1

PARCEL
104163-1
4,621 SQ FT

DIRECTORS DEED D-384
BOOK 10535, PAGE 642
01/31/1973

APN 360-211-01

SOUTHERLY LINE
PARCEL 1

APN 360-211-02

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S83°16'45"E	54.94'
L2	S68°39'08"E	60.00'
L3	S47°14'04"E	108.98'
L4	S46°39'32"E	122.38'
L5	S72°54'02"E	136.02'
L6	N79°07'10"E	142.89'
L7	S20°02'14"E	33.28'

ABBREVIATIONS

- POC POINT OF COMMENCEMENT
- SR STATE ROUTE
- POB POINT OF BEGINNING
- TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "B1"
PARCEL 104163-1
PLAT TO ACCOMPANY LEGAL DESCRIPTION
NOT TO SCALE

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

Assessor Parcel No.: 360-211-01

Caltrans Parcel No.: 104163-1

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "B" and depicted in Exhibit "B1" attached hereto, subject to the Rights and Limitations of Use and Occupancy set forth below ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "OCTA") in connection with the construction of the State Route (SR) 91 Segment No. 2 Improvement Project. The TCE shall be for a period of sixty (60) months. Upon commencement of project construction within the TCE (the "Construction Period"), OCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30) days' written notice as to when the Construction Period will commence.
- Access to the TCE area shall be from the public right-of-way.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials, any temporary improvements, and all construction-related debris.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement (Temporary Construction Easement) Deed dated _____, from **Orange County Water District**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, to the Orange County Transportation Authority (“OCTA”), a public entity, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the OCTA pursuant to authority conferred by the OCTA Board of Directors Resolution No. 2022-052 adopted on August 22, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 360-211-01

Dated: _____

By: _____

James G. Beil

Executive Director, Capital Programs

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

Exhibit "2"

**Grant of Easement (Temporary Construction Easement) Deed
(Document No. 104163-2)**

**For Recording REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

FREE RECORDING:

This instrument is for the benefit of the Orange County Transportation Authority, and is entitled to be recorded without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. & Tax. Code, § 11922.)

Portion of APNs: 360-211-01, 360-211-02, 360-212-01, & 360-212-02 Above Space for Recorder's Use

District	County	Route	Postmile	Number
12	ORA	91	8.3	104163-2

GRANT OF EASEMENT
(Temporary Construction Easement)

Orange County Water District (hereinafter, "Grantor" or "OCWD"), a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, is the owner of that certain real property located in the City of Anaheim, County of Orange, State of California, designated as Assessor Parcel Numbers 360-211-01, 360-211-02, 360-212-01 and 360-212-02 ("**Grantor's Property**").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("Grantee")**, its employees, agents, representatives, contractors, successors, and assigns, a temporary easement for construction of the State Route (SR) 91 Segment No. 2 Improvement Project, in, on, over, under, and across that portion of Grantor's Property more particularly described in Exhibit "B", depicted in Exhibit "B1", and as defined in scope in that certain document titled "Temporary Construction Easement Attachment to Legal Description," all of said documents are attached hereto and incorporated herein by this reference (the "Easement Area"). The term of the easement described herein will commence on the date of the deposit of funds into escrow, _____, and expire sixty (60) months thereafter, _____.

1. **ACCESS:** During the easement term, OCWD shall retain a right of access in and to the Easement Area as detailed within the attached Temporary Construction Easement Attachment to Legal Description.
2. **MAINTENANCE:** Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good and working condition, at its sole cost and expense, during the easement term.

3. **INDEMNIFICATION:** Grantee shall indemnify and hold Grantor, Grantor’s directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys’ fees and costs of defense) arising out of Grantee’s licensees’ and/or permittees’ usage of the Easement Area and any Grantee improvements, installations, facilities, and activities thereon during the easement term. This obligation shall not be restricted by any insurance amounts or proceeds.

GRANTOR:
Orange County Water District, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

DATED: _____

APPROVED AS TO FORM

By: _____
Denis Bilodeau, President

By: _____
Rutan & Tucker, LLP

By: _____
John Kennedy, General Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "B"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 104163-2

THAT PORTION OF LOT 3 OF SECTION 5 AND LOT 4 OF SECTION 4, ALL IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF THE EASTERLY LINE DESCRIBED IN DIRECTOR'S DEED D-384, RECORDED JANUARY 31, 1973 IN BOOK 10535, PAGE 642, OF OFFICIAL RECORDS, SAID EASTERLY LINE IS DESCRIBED IN SAID DEED AS "S 20°02'02" E, 108.94 FEET", THENCE SOUTHERLY ALONG SAID EASTERLY LINE, SOUTH 20°02'14" EAST, 62.30 FEET TO THE **TRUE POINT OF BEGINNING** AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 82.15 FEET, A RADIAL LINE TO SAID POINT OF BEGINNING BEARS NORTH 32°54'22" WEST;

THENCE SOUTHERLY AND SOUTHEASTERLY 243.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 169°59'04";

THENCE TANGENT TO SAID CURVE, NORTH 67°06'34" EAST, 109.34 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY LINE OF A 100.00 FOOT WIDE STREET AND HIGHWAY EASEMENT, HEREIN AFTER REFERRED TO TUSTIN AVENUE, AS DESCRIBED IN THAT EASEMENT DEED RECORDED MARCH 22, 1971 IN BOOK 9578, PAGE 864 IN OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTH 63°44'37" EAST, 165.17 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 557.88 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS NORTH 11°00'18" WEST;

THENCE EASTERLY 72.14 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°24'32";

THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH 46°58'26" EAST, 760.35 FEET;

THENCE SOUTH 18°41'40" EAST, 102.50 FEET;

THENCE SOUTH 72°11'12" WEST, 57.52 FEET;

THENCE SOUTH 54°57'10" WEST, 164.37 FEET MORE OR LESS TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSTIN AVENUE;

THENCE SOUTHERLY ALONG SAID NORTHEASTERLY LINE, SOUTH 51°47'41" EAST, 23.83 FEET;

THENCE LEAVING SAID NORTHEASTERLY LINE, NORTH 37°28'45" EAST, 9.98 FEET;

THENCE NORTH 57°53'00" EAST, 57.80 FEET;

THENCE NORTH 55°05'42" EAST, 85.80 FEET;

THENCE NORTH 72°11'12" EAST, 329.59 FEET MORE OR LESS TO THE SOUTHWESTERLY RIGHT OF WAY OF STATE ROUTE 91 AS SHOWN ON CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION (CALTRANS) RIGHT OF WAY APPRAISAL MAP E120092-03, FILED AS XX-FMS-120092-3 IN THE OFFICE OF CALTRANS DISTRICT 12 RIGHT OF WAY ENGINEERING, SAID RIGHT OF WAY IS ALSO DESCRIBED IN THAT HIGHWAY EASEMENT DEED RECORDED DECEMBER 3, 2013 AS DOCUMENT NO. 2013000655589, IN OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID SOUTHWESTERLY RIGHT OF WAY THE NEXT THREE COURSES:

NORTH 46°56'33" WEST, 34.28 FEET;

THENCE NORTH 73°14'23" EAST, 46.25 FEET;

THENCE NORTH 46°58'39" WEST, 897.28 FEET MORE OR LESS TO THE EASTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN DIRECTOR'S DEED 000388-01-01, RECORDED DECEMBER 19, 1975 IN BOOK 11601, PAGES 695 THROUGH 697, IN OFFICIAL RECORDS OF SAID COUNTY;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY AND ALONG THE SOUTHWESTERLY LINE OF SAID DIRECTOR'S DEED 000388-01-01, SOUTH 82°50'49" WEST, 53.83 FEET;

THENCE SOUTH 77°33'59" WEST, 327.47 FEET;

THENCE SOUTH 82°25'29" WEST, 66.17 FEET;

THENCE SOUTH 2°15'36" WEST, 5.88 FEET;

THENCE SOUTH 77°34'32" WEST, 34.65 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID TUSTIN AVENUE AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1150.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 69°19'20" WEST;

THENCE SOUTHERLY 70.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°29'58";

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE OF TUSTIN AVENUE, SOUTH 72°53'26" WEST, 100.70 FEET THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID TUSTIN AVENUE AND A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1250.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 66°23'27" WEST;

THENCE NORTHERLY 82.86 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY AND CURVE THROUGH A CENTRAL ANGLE OF 3°47'52";

THENCE CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY OF TUSTIN AVENUE, SOUTH 85°32'32" WEST, 28.54 FEET TO SAID EASTERLY LINE DESCRIBED IN SAID DIRECTOR'S DEED D-384;

THENCE NORTHERLY ALONG SAID EASTERLY LINE, NORTH 20°02'14" WEST, 46.92 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING AN AREA OF 242,946 SQUARE FEET OR 5.577 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 83 (1991.35 EPOCH). ALL DISTANCES DESCRIBED ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

ALL AS SHOWN ON EXHIBIT "B1", ATTACHED HERETO AND A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



LISA M. HENSTRIDGE SPIVAK, PLS 7177

4/29/2024

DATE



BASIS OF BEARINGS: THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

POC

PARCEL 104163-2
NORTHERLY TERMINUS OF
THE EASTERLY LINE,
DIRECTORS DEED D-384

TPOB

PARCEL 104163-2

EASTERLY LINE OF D-384
BOOK 10535, PAGE 642
RECORDED 01/31/1973



DIRECTORS DEED 000388-01-01
BOOK 11601 PAGES 695-697
12/19/1975

TUSTIN AVENUE
BOOK 9578 PAGE 864
03/22/1971

NORTHEASTERLY
RIGHT OF WAY LINE
TUSTIN AVE

APN 360-211-02

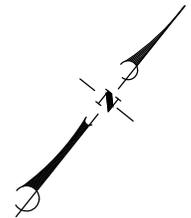
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	243.73'	82.15'	169°59'04"
C2	72.14'	557.88'	7°24'32"
C3	70.24'	1150.00'	3°29'58"
C4	82.86'	1250.00'	3°47'52"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°02'14"E	62.30'
L2	N67°06'34"E	109.34'
L3	N63°44'37"E	165.17'
L4	N11°00'18"W	46.30'
L15	S82°25'29"W	66.17'
L16	S2°15'36"W	5.88'
L17	S77°34'32"W	34.65'
L18	S72°53'26"W	100.70'
L19	S85°32'32"W	28.54'
L20	N20°02'14"W	46.92'

APN 360-212-06

**PARCEL
104163-2**
242,946 SQ FT

APN 360-212-02



SEE SHEET 2

SHEET 1 OF 2

ABBREVIATIONS

POC POINT OF COMMENCEMENT
SR STATE ROUTE
TPOB TRUE POINT OF BEGINNING
 TEMPORARY CONSTRUCTION EASEMENT

**TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "B1"
PARCEL 104163-2**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
NOT TO SCALE**

SEE SHEET 1

APN 360-212-06

SOUTHWESTERLY RIGHT OF LINE
DIRECTORS DEED 00388-01-01

BASIS OF BEARINGS: THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

EASTERLY CORNER
DIRECTORS DEED 000388-01-01
BOOK 11601 PAGES 695-697
12/19/1975



PARCEL
104163-2
242,946 SQ FT

RIVERSIDE FREEWAY SR 91

APN 360-212-02

APN 360-212-01

LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	N11°00'18"W	46.30'
L5	S18°41'40"E	102.50'
L6	S72°11'12"W	57.52'
L7	S54°57'10"W	164.37'
L8	S51°47'41"E	23.83'
L9	N37°28'45"E	9.98'
L10	N57°53'00"E	57.80'
L11	N55°05'42"E	85.80'
L12	N46°56'33"W	34.28'
L13	N73°14'23"E	46.25'
L14	S82°50'49"W	53.83'

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C2	72.14'	557.88'	7°24'32"

ABBREVIATIONS

SR STATE ROUTE
 TEMPORARY CONSTRUCTION EASEMENT



NORTHEASTERLY
RIGHT OF WAY LINE
OF TUSTIN AVE.

N72°11'12"E 329.59'
SOUTHWESTERLY RIGHT OF WAY
SR-91 MAP E120092-03

TUSTIN AVENUE

SHEET 2 OF 2

TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "B1"
 PARCEL 104163-2

PLAT TO ACCOMPANY LEGAL DESCRIPTION
 NOT TO SCALE

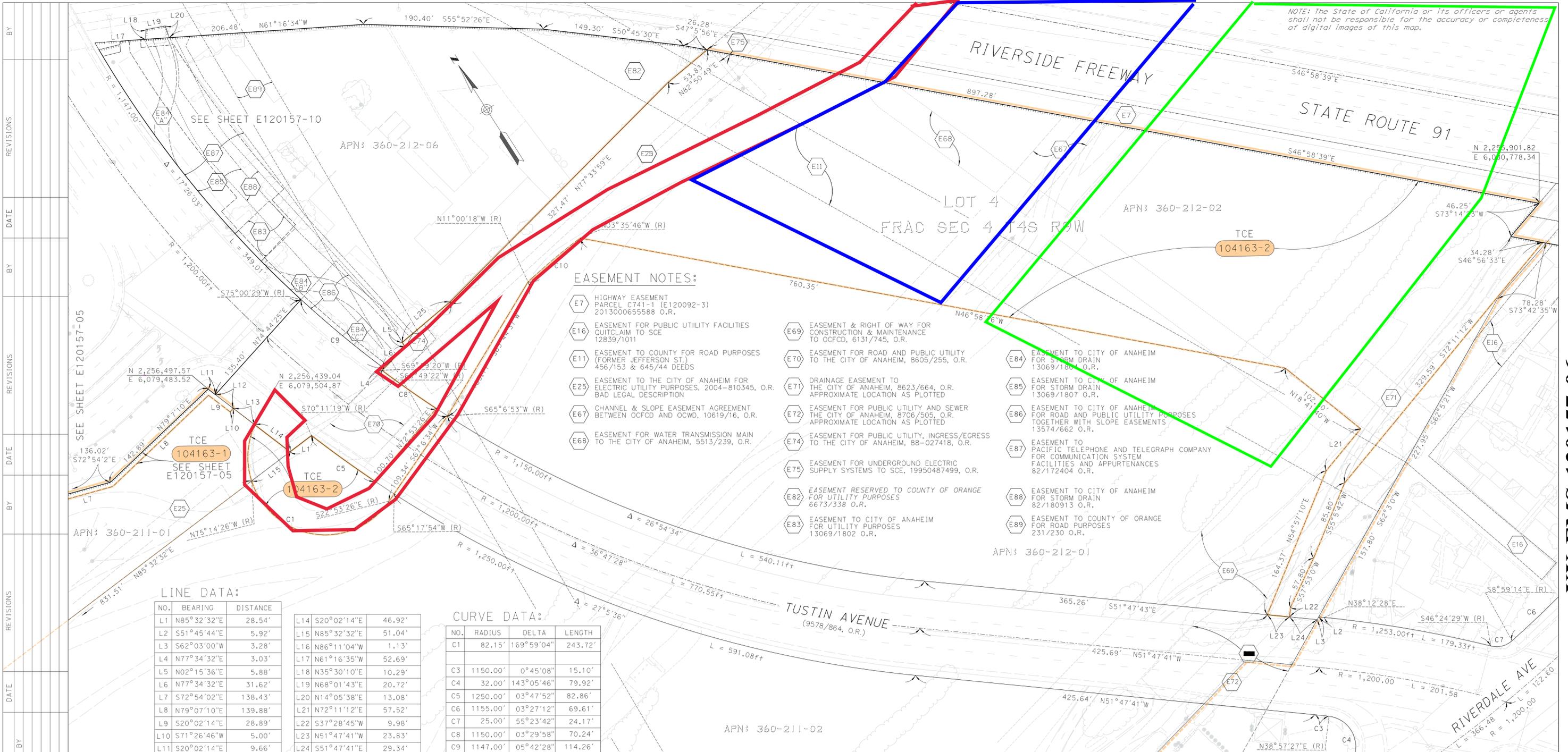
**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel Nos.: 360-211-01, 360-211-02, 360-212-01, 360-212-02
Caltrans Parcel No.: 104163-2**

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "B" and depicted in Exhibit "B1" attached hereto, subject to the Rights and Limitations of Use and Occupancy set forth below ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "OCTA") in connection with the construction of the State Route (SR) 91 Segment No. 2 Improvement Project. The TCE shall be for a period of sixty (60) months. Upon commencement of project construction within the TCE (the "Construction Period"), OCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30) days' written notice as to when the Construction Period will commence.
- Access to the TCE area shall be from the public right-of-way.
- During the Construction Period, Orange County Water District ("OCWD") shall have use of a minimum twelve (12) foot width along the northern access road, outlined in red on the attached Exhibit "B2," except during construction to lower the profile of said roadway (est. duration 2 to 3 weeks). OCTA shall provide OCWD at least fourteen (14) days' written notice prior to commencement of construction on the northern access road.
- At all times during Project construction, OCTA's contractor shall maintain a passageway of not less than twenty (20) feet in width for vehicular and/or bulldozer access through the River (outlined in green on Exhibit "B2") or the Off-River (outlined in blue on Exhibit "B2"). Said passageway may be moved during construction, both at OCTA's discretion.
- Access by OCWD to all other portions of the TCE area during the Construction Period shall be limited to (a) for routine maintenance, on at least twenty-four (24) hours' notice; and (b) for emergencies, on such notice as is reasonably practicable under the circumstances.
- Throughout the Construction Period, OCTA's contractor shall maintain minimum flow capacities of 500 cfs in the River and 300 cfs in the Off-River.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials, any temporary improvements, and all construction-related debris.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.



PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER		TYPE	DATE	DOC.#
104163-1	TCE	ORANGE COUNTY WATER DISTRICT	1,957,859	4621			TCE EXPIRES 11/01/2029			
104163-2	TCE	ORANGE COUNTY WATER DISTRICT	1,957,859	242,946			TCE EXPIRES 11/01/2029			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. Ac=acres

(1) Indicates underlying fee (UF) Area

(2) Indicates indeterminate UF

TITLE CODES:

- A=Access Rights Only
- F=Fee
- E=Easement (Ease)
- T=Temp Construction Ease
- O=Other Temp Ease (see Remarks)
- Q=Other (see Remarks)

TYPE:

- GD=Grant deed
- ED=Easement deed
- OC=Quitclaim
- DD=Director's deed
- DE=Director's easement deed
- DK=Director's quitclaim deed
- FOC=Final Order of Condemnation
- HE=Highway easement deed
- REL=Relinquishment
- VAC=Vacation
- JUA=Joint use agreement
- CCUA=Consent to common use agreement

Document or Instrument number

NOTES

Coordinates and bearings are on CCS 1983 (1991.35) Zone 6. Distances and stationing are grid distances. Divide by 0.999968500 to obtain ground distances. All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP E120157-06

FOR PREVIOUS R/W INFORMATION SEE MAP(S): F1837.1

22x36 MAP SCALE: 1" = 50'

DATE: 08/28/2023 DRAFTED BY: VTD

EA(s): OK982 FA##: CHECKED BY:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
12	ORA	91	8.4	6	7

PROJECT ID: 1220000030

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement (Temporary Construction Easement) Deed dated _____, from **Orange County Water District**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, to the Orange County Transportation Authority (“OCTA”), a public entity, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the OCTA pursuant to authority conferred by the OCTA Board of Directors Resolution No. 2022-052 adopted on August 22, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

APNs: 360-211-01, 360-211-02, 360-212-01, and 360-212-02

Dated: _____

By: _____

James G. Beil

Executive Director, Capital Programs

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

Exhibit "3"

**Grant of Easement (Temporary Construction Easement) Deed
(Document No. 104163-3)**

For Recording REQUESTED BY AND

WHEN RECORDED RETURN TO:

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

FREE RECORDING:

This instrument is for the benefit of the Orange County
Transportation Authority, and is entitled to be recorded
without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. &
Tax. Code, § 11922.)

Portion of APN: 360-212-01

Above Space for Recorder's Use

District	County	Route	Postmile	Number
12	ORA	91	8.3	104163-3

GRANT OF EASEMENT
(Temporary Construction Easement)

Orange County Water District (hereinafter, "Grantor" or "OCWD"), a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, is the owner of that certain real property located in the City of Anaheim, County of Orange, State of California, designated as Assessor Parcel Numbers 360-212-01 and ("**Grantor's Property**").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("Grantee")**, its employees, agents, representatives, contractors, successors, and assigns, a temporary easement for construction of the State Route (SR) 91 Segment No. 2 Improvement Project, in, on, over, under, and across that portion of Grantor's Property more particularly described in Exhibit "B", depicted in Exhibit "B1", and as defined in scope in that certain document titled "Temporary Construction Easement Attachment to Legal Description," all of said documents are attached hereto and incorporated herein by this reference (the "Easement Area"). The term of the easement described herein will commence on the date of the deposit of funds into escrow, _____, and expire sixty (60) months thereafter,

1. **MAINTENANCE:** Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good and working condition at its sole cost and expense during the easement term.
2. **INDEMNIFICATION:** Grantee shall indemnify and hold Grantor, Grantor's directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys' fees and costs of defense) to the arising out of Grantee's licensees' and/or permittees' usage of the Easement Area and any Grantee improvements, installations, facilities,

and activities thereon during the easement term. This obligation shall not be restricted by any insurance amounts or proceeds.

GRANTOR:

Orange County Water District, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

DATED: _____

APPROVED AS TO FORM

By: _____
Denis Bilodeau, President

By: _____
Rutan & Tucker, LLP

By: _____
John Kennedy, General Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "B"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
PARCEL 104163-3

THAT PORTION OF LOT 4 OF SECTION 4, ALL IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID PORTION IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1200.00 FEET, A RADIAL LINE TO SAID CURVE BEARS NORTH 47°49'54" EAST, SAID COMMENCEMENT POINT ALSO BEING THE CENTERLINE INTERSECTION OF RIVERDALE AVENUE (40-FEET HALF WIDTH) AND TUSTIN AVENUE (100-FEET WIDE), AS SHOWN ON RECORD OF SURVEY 94-1065, RECORD OF SURVEY BOOK 157, PAGES 1-22 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE NORTHWESTERLY 201.58 FEET ALONG SAID CURVE AND SAID CENTERLINE OF TUSTIN AVENUE THROUGH A CENTRAL ANGLE OF 9°37'28";

THENCE CONTINUING ALONG SAID CENTERLINE OF TUSTIN AVENUE NORTH 51°47'41" WEST 29.34 FEET;

THENCE LEAVING SAID CENTERLINE OF TUSTIN AVENUE NORTH 62°03'00" EAST 54.67 FEET TO THE NORTHERLY LINE OF SAID TUSTIN AVENUE;

THENCE ALONG SAID NORTHERLY LINE NORTH 51°47'41" WEST 53.17 FEET ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 51°47'41" WEST 63.11 FEET;
THENCE LEAVING SAID NORTHERLY LINE SOUTH 77°09'25" WEST 128.59 FEET TO THE SOUTHERLY LINE OF SAID TUSTIN AVENUE;

THENCE ALONG SAID SOUTHERLY LINE NORTH 51°47'41" EAST 221.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,250.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 38°12'10" WEST;
THENCE NORTHWESTERLY 239.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°58'33";

THENCE LEAVING SAID SOUTHERLY LINE OF TUSTIN AVENUE NORTH 76°31'12" EAST

137.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1,130.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARS SOUTH 45°59'07" WEST;

THENCE SOUTHEASTERLY 153.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°46'48";

THENCE SOUTH 51°47'41" EAST 221.53 FEET;

THENCE NORTH 71°18'20" EAST 157.53 FEET;

THENCE SOUTH 27°20'01" EAST 99.97 FEET;

THENCE SOUTH 54°57'10" WEST, 115.47 FEET TO SAID NORTHERLY LINE OF TUSTIN AVENUE AND THE **TRUE POINT OF BEGINNING**;

CONTAINING AN AREA OF 71,698 SQUARE FEET OR 1.646 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 83 (1991.35 EPOCH). ALL DISTANCES DESCRIBED ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

ALL AS SHOWN ON EXHIBIT "B1", ATTACHED HERETO AND A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



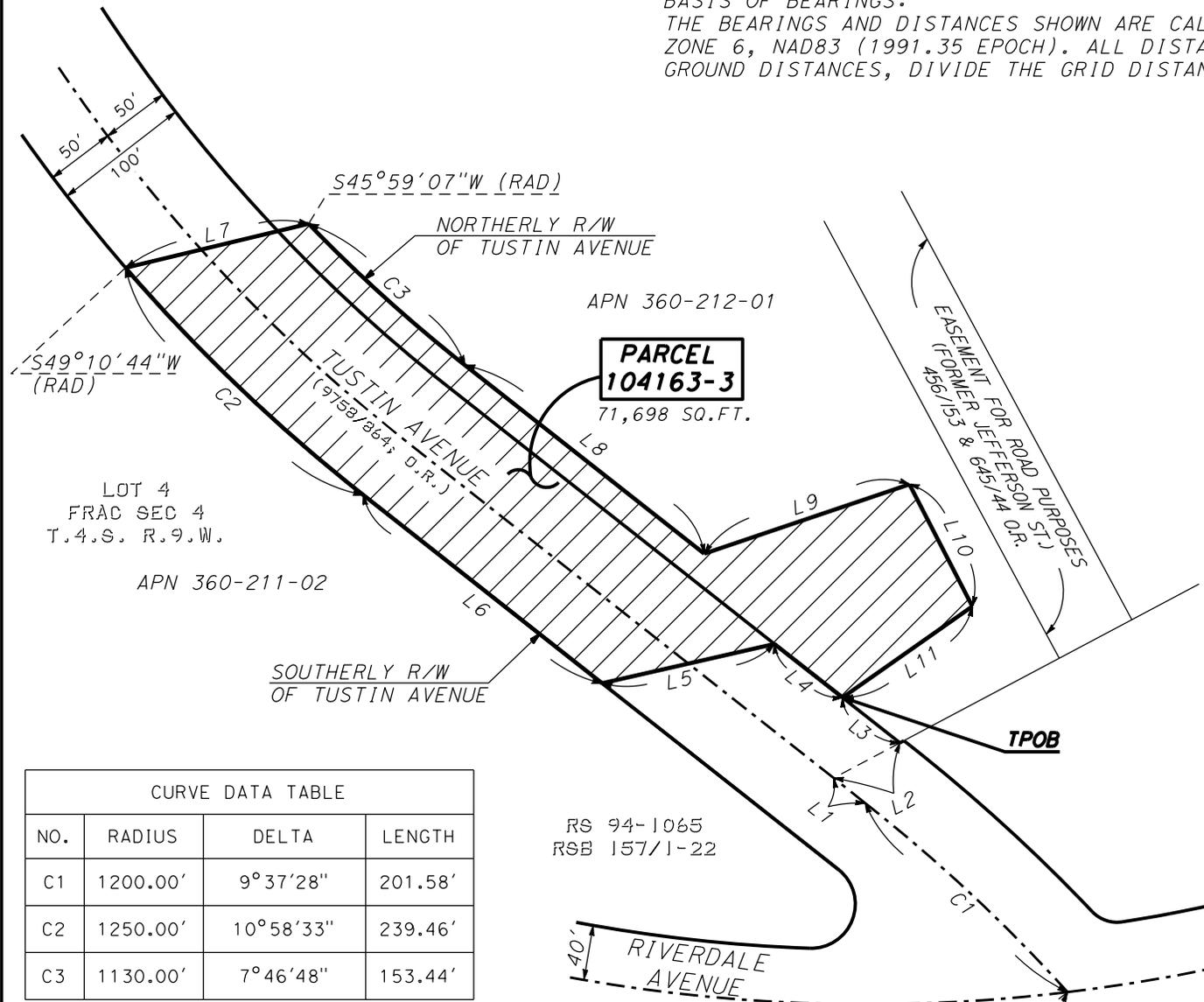
LISA M. HENSTRIDGE SPIVAK, PLS 7177

8/16/2024

DATE



BASIS OF BEARINGS:
 THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTE (CCS83) ZONE 6, NAD83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.



LINE DATA TABLE		
NO.	BEARING	DISTANCE
L1	N51°47'41"W	29.34'
L2	N62°03'00"E	54.67'
L3	N51°47'41"W	53.17'
L4	N51°47'43"W	63.11'
L5	S77°09'25"W	128.59'
L6	S51°47'41"E	221.28'
L7	N76°31'12"E	137.07'
L8	S51°47'41"E	221.53'
L9	N71°18'20"E	157.53'
L10	S27°20'01"E	99.97'
L11	S54°57'10"W	115.47'

CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C1	1200.00'	9°37'28"	201.58'
C2	1250.00'	10°58'33"	239.46'
C3	1130.00'	7°46'48"	153.44'

ABBREVIATIONS
 POC POINT OF COMMENCEMENT
 SR STATE ROUTE
 TPOB TRUE POINT OF BEGINNING
 R1 RECORD OF SURVEY 94-1065, RSB 157/1-22
 (RAD) RADIAL
 TEMPORARY CONSTRUCTION EASEMENT

N47°49'54"E (RAD)
POC
PARCEL 104163-3
 INTERSECTION OF
 RIVERDALE AVE
 AND TUSTIN AVE
 PER R1



TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "B1"
PARCEL 104163-3
PLAT TO ACCOMPANY LEGAL DESCRIPTION
 NOT TO SCALE

**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION**

Assessor Parcel No.: 360-211-02

Caltrans Parcel No.: 104163-3

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "B" and depicted in Exhibit "B1" attached hereto, subject to the Rights and Limitations of Use and Occupancy set forth below ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "OCTA") in connection with the construction of the State Route (SR) 91 Segment No. 2 Improvement Project. The TCE shall be for a period of sixty (60) months. Upon commencement of project construction within the TCE (the "Construction Period"), OCTA's use and occupancy of the TCE will be non-exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30)-days' written notice as to when the Construction Period will commence.
- This TCE is for ingress and egress to perform bat mitigation measures.
- The SR-91 Contractor will submit a permit package that includes a work plan to access and install the bat panels to the City and OCFCD (who hold easements from OCWD, as the underlying fee owner) for approval.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials, any temporary improvements, and all construction-related debris.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Easement (Temporary Construction Easement) Deed dated _____, from **Orange County Water District**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, to the Orange County Transportation Authority (“OCTA”), a public entity, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the OCTA pursuant to authority conferred by the OCTA Board of Directors Resolution No. 2022-052 adopted on August 22, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

APNs: 360-212-01

Dated: _____

By: _____

James G. Beil

Executive Director, Capital Programs

ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

Exhibit "4"

**Grant of Easement (Temporary Construction Easement) Deed
(Document No. 104165-1)**

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584

FREE RECORDING:

This instrument is for the benefit of the Orange County
Transportation Authority, and is entitled to be recorded
without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. &
Tax. Code, § 11922.)

Portion of APNs: 346-121-02, 346-121-03, and 346-111-01

Above Space for Recorder's Use

District	County	Route	Postmile	Number
12	ORA	91	8.7	104165-1

GRANT OF EASEMENT
(Temporary Construction Easement)

Orange County Water District (hereinafter, "Grantor" or "OCWD"), a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, is the owner of that certain real property located in the City of Anaheim, County of Orange, State of California, designated as Assessor Parcel Numbers 346-121-02, 346-121-03, and 346-111-01 ("**Grantor's Property**").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **ORANGE COUNTY TRANSPORTATION AUTHORITY, a public entity ("Grantee")**, its employees, agents, representatives, contractors, successors, and assigns, a temporary easement for construction of the State Route (SR) 91 Segment No. 2 Improvement Project, in, on, over, under, and across that portion of Grantor's Property more particularly described in Exhibit "B", depicted in Exhibit "B1", and as defined in scope in that certain document titled "Temporary Construction Easement Attachment to Legal Description," all of said documents are attached hereto and incorporated herein by this reference ("the "Easement Area"). The term of the easement described herein will commence on the date of the deposit of funds into escrow, _____, and expire sixty (60) months thereafter, _____.

1. **ACCESS:** During the easement term, OCWD shall retain a right of access in and to the Easement Area as detailed within the attached Temporary Construction Easement Attachment to Legal Description.
2. **MAINTENANCE:** Grantee shall maintain all improvements that Grantee constructs in the Easement Area in good and working condition, at its sole cost and expense, during the easement term.

3. **INDEMNIFICATION:** Grantee shall indemnify and hold Grantor, Grantor’s directors, officers, employees and agents harmless from and against damages, liability, and costs (including reasonable attorneys’ fees and costs of defense) arising out of Grantee’s licensees’ and/or, permittees’ usage of the Easement Area and any Grantee improvements, installations, facilities, and activities thereon during the easement term. This obligation shall not be restricted by any insurance amounts or proceeds.

GRANTOR:
Orange County Water District, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended

DATED: _____

APPROVED AS TO FORM

By: _____
Denis Bilodeau, President

By: _____
Rutan & Tucker, LLP

By: _____
John Kennedy, General Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "B"
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 104165-1

THAT PORTION OF LOTS 3 AND 4 OF SECTION 4, AND THAT PORTION OF THE RANCHO SANTIAGO DE SANTA ANA WITHIN THE SOUTH HALF OF SECTION 4, ALL IN TOWNSHIP 4 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF ANAHEIM, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID PORTION IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF PARCEL 2 OF THAT GRANT DEED RECORDED FEBRUARY 16, 1939 IN BOOK 984, PAGE 110 OF OFFICIAL RECORDS OF SAID COUNTY, SAID POINT BEING MORE PARTICULARLY THE NORTHWESTERLY TERMINUS OF A LINE DESCRIBED IN PARCEL 102793-2 OF THAT HIGHWAY EASEMENT DEED RECORDED DECEMBER 3, 2013 AS DOCUMENT NO. 2013000655589, SAID LINE IS DESCRIBED IN SAID DEED AS HAVING A BEARING AND DISTANCE OF "S46°58'39"E 407.72 FEET", THENCE SOUTHWESTERLY ALONG SAID LINE AND THE NORTHEASTERLY LINE OF SAID PARCEL 102793-2, SOUTH 46°58'39" EAST, 407.71 FEET TO THE NORTHWESTERLY CORNER OF PARCEL 102793-1 AS DESCRIBED IN SAID DEED;

THENCE ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 102793-1, NORTH 73°14'50" EAST, 28.93 FEET THE NORTHEASTERLY CORNER OF SAID PARCEL 102793-1;

THENCE SOUTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID PARCEL 102793-1, SOUTH 46°58'39" EAST, 502.29 FEET TO THE NORTHERLY LINE OF LOT 4 OF THE J.D. TAYLOR TRACT, FILED IN BOOK 5, PAGE 16 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY, SAID NORTHERLY LINE BEING ALSO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT DIRECTOR'S DEED RECORDED FEBRUARY 18, 1975 IN BOOK 11341, PAGE 1126 OF OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID NORTHERLY LINE, NORTH 80°51'06" EAST, 208.77 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 46°56'09" WEST, 287.35 FEET;

THENCE SOUTH 74°37'53" WEST, 76.32 FEET;

THENCE NORTH 46°58'26" WEST, 288.57 FEET;

THENCE SOUTH 73°14'50" WEST, 28.93 FEET;

THENCE NORTH 46°58'26" WEST, 354.67 FEET TO SAID NORTHERLY LINE OF PARCEL 2;

THENCE ALONG SAID NORTHERLY LINE, SOUTH 76°58'52" WEST, 120.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 111,040 SQUARE FEET, OR 2.549 ACRES, MORE OR LESS.

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 83 (1991.35 EPOCH). ALL DISTANCES DESCRIBED ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.

ALL AS SHOWN ON EXHIBIT "B1", ATTACHED HERETO AND A PART HEREOF.

THIS DOCUMENT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



LISA M. HENSTRIDGE SPIVAK, PLS 7177

4/29/2024

DATE



POB PARCEL 104165-1

NORTHWESTERLY TERMINUS
"S46°58'39"E 407.72"

NORTHEASTERLY
LINE
PARCEL
102793-1

NORTHWEST CORNER
PARCEL 102793-1

PARCEL 102793-1
DOC. NO. 2013-000655589
12/03/2013

RIVERSIDE FREEWAY SR 91

NORTHERLY
LINE LOT 4

LOT 4
J.D. TAYLOR TRACT
M.M 05-16

DIRECTORS DEED
BOOK 11341, PAGE 1126
02/18/1975

ABBREVIATIONS

- SR STATE ROUTE
- TPOB TRUE POINT OF BEGINNING
-  TEMPORARY CONSTRUCTION EASEMENT

APN 346-121-01

NORTHERLY
LINE
PARCEL 2

APN 346-121-02

PARCEL 2
BK. 984 PG. 110
02/16/1939

**PARCEL
104165-1**

111,040 SQ FT

SOUTHERLY
LINE
PARCEL 2

APN 346-121-03

APN 346-111-01

BASIS OF BEARINGS: THE BEARINGS AND DISTANCES SHOWN ARE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83 (1991.35 EPOCH). ALL DISTANCES SHOWN ARE GRID. TO OBTAIN GROUND DISTANCES, DIVIDE THE GRID DISTANCE BY 0.99998850.



LINE TABLE

NO.	BEARING	DISTANCE
L1	S76°58'52"W	120.74'
L2	N73°14'50"E	28.93'
L3	S74°37'53"W	76.32'
L4	S73°14'50"W	28.93'

**TEMPORARY CONSTRUCTION EASEMENT
EXHIBIT "B1"
PARCEL 104165-1**

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
NOT TO SCALE**



**TEMPORARY CONSTRUCTION EASEMENT
ATTACHMENT TO LEGAL DESCRIPTION
Assessor Parcel Nos.: 346-121-02, 346-121-03, 346-111-01
Caltrans Parcel No.: 104165-1**

This temporary construction easement shall be in, on, over, under, and across that certain real property described in Exhibit "B" and depicted in Exhibit "B1" attached hereto, subject to the Rights and Limitations of Use and Occupancy set forth below ("TCE"). The TCE shall be used by the Orange County Transportation Authority and its employees, agents, representatives, contractors, successors, and assigns (collectively, "OCTA") in connection with the construction of the State Route (SR) 91 Segment No. 2 Improvement Project. The TCE shall be for a period of sixty (60) months. Upon commencement of project construction within the TCE (the "Construction Period"), OCTA's use and occupancy of the TCE will be exclusive, subject to the Rights and Limitations of Use and Occupancy set forth below.

Rights and Limitations of Use and Occupancy of TCE:

- OCTA shall provide the owner(s) and occupant(s) of the property subject to this TCE a minimum of thirty (30) days' written notice as to when the Construction Period will commence.
- Access to the TCE area shall be from the public right-of-way.
- During the Construction Period, Orange County Water District ("OCWD") shall have use of a minimum twelve (12) foot width along the northern access road, outlined in red on the attached Exhibit "B2," except during construction to lower the profile of said roadway (est. duration 2 to 3 weeks). OCTA shall provide OCWD at least fourteen (14) days' written notice prior to commencement of construction on the northern access road.
- At all times during Project construction, OCTA's contractor shall maintain a passageway of not less than twenty (20) feet in width for vehicular and/or bulldozer access through the River (outlined in green on Exhibit "B2") or the Off-River (outlined in blue on Exhibit "B2"). Said passageway may be moved during construction, both at OCTA's discretion.
- Access by OCWD to all other portions of the TCE area during the Construction Period shall be limited to (a) for routine maintenance, on at least twenty-four (24) hours' notice; and (b) for emergencies, on such notice as is reasonably practicable under the circumstances.
- Throughout the Construction Period, OCTA's contractor shall maintain minimum flow capacities of 500 cfs in the River and 300 cfs in the Off-River.
- Prior to the termination of the Construction Period, OCTA will remove from the TCE area all construction equipment and materials, any temporary improvements, and all construction-related debris.

OCTA expressly reserves the right to convey, transfer, or assign the TCE subject to the same rights and limitations described herein.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated _____, from **Orange County Water District**, a political subdivision of the State of California organized under Chapter 924 of the Statutes of 1933, as amended, to the Orange County Transportation Authority (“OCTA”), a public entity, by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the OCTA pursuant to authority conferred by the OCTA Board of Directors Resolution No. 2022-052 adopted on August 22, 2022, and the Grantee consents to recordation thereof by its duly authorized officer.

APNs: 346-121-02, 346-121-03, and 346-111-01

Dated: _____

By: _____

James G. Beil

Executive Director, Capital Programs

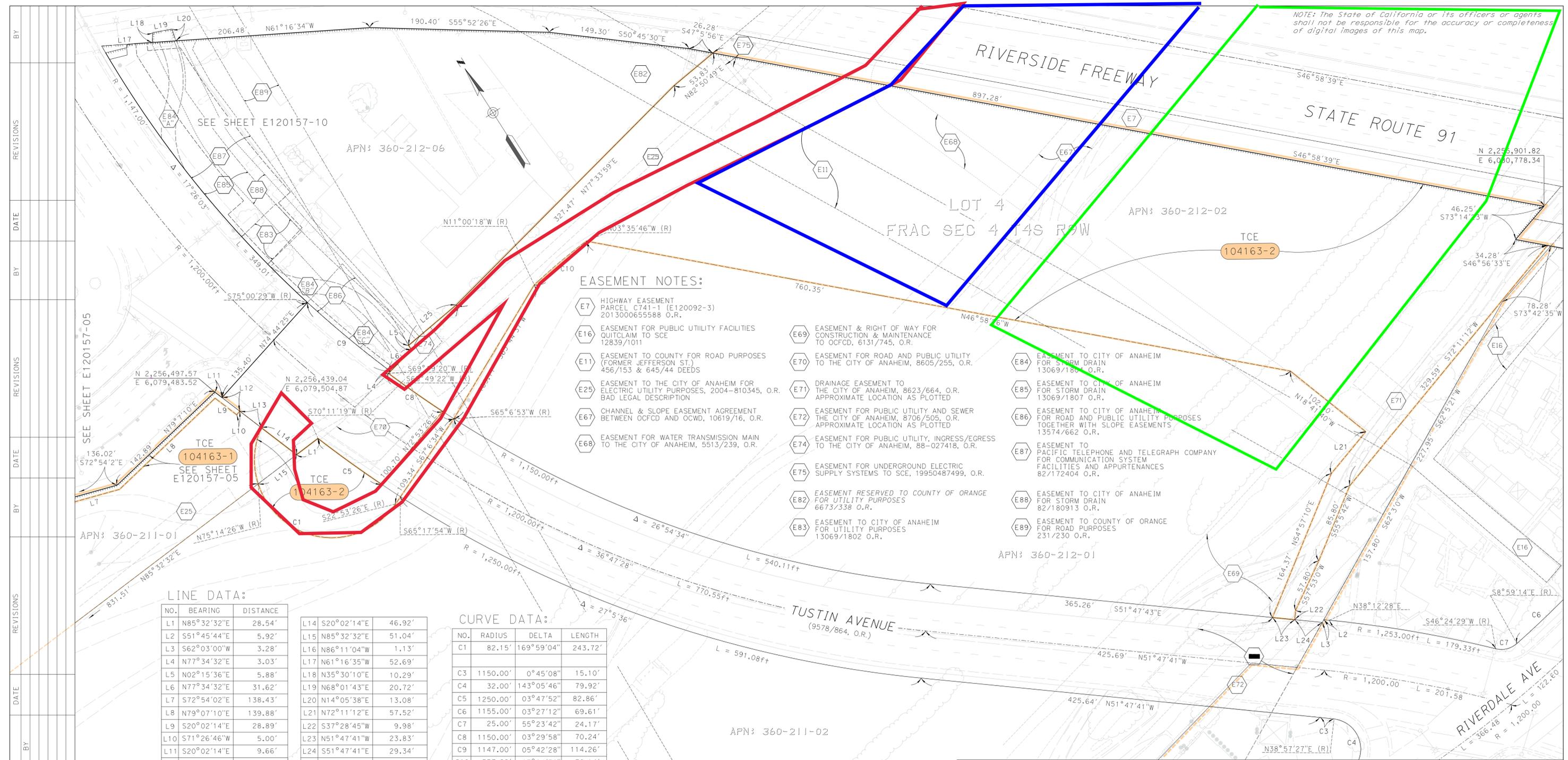
ORANGE COUNTY TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT

Exhibit "5"

OCWD Property Interests Access Map

Exhibit "5"

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



EASEMENT NOTES:

- E7 HIGHWAY EASEMENT PARCEL C741-1 (E120092-3) 2013000655588 O.R.
- E16 EASEMENT FOR PUBLIC UTILITY FACILITIES QUITCLAIM TO SCE 12839/1011
- E11 EASEMENT TO COUNTY FOR ROAD PURPOSES (FORMER JEFFERSON ST.) 456/153 & 645/44 DEEDS
- E25 EASEMENT TO THE CITY OF ANAHEIM FOR ELECTRIC UTILITY PURPOSES, 2004-810345, O.R. BAD LEGAL DESCRIPTION
- E67 CHANNEL & SLOPE EASEMENT AGREEMENT BETWEEN OCFCD AND OCWD, 10619/16, O.R.
- E68 EASEMENT FOR WATER TRANSMISSION MAIN TO THE CITY OF ANAHEIM, 5513/239, O.R.
- E69 EASEMENT & RIGHT OF WAY FOR CONSTRUCTION & MAINTENANCE TO OCFCD, 6131/745, O.R.
- E70 EASEMENT FOR ROAD AND PUBLIC UTILITY TO THE CITY OF ANAHEIM, 8605/255, O.R.
- E71 DRAINAGE EASEMENT TO THE CITY OF ANAHEIM, 8623/664, O.R. APPROXIMATE LOCATION AS PLOTTED
- E72 EASEMENT FOR PUBLIC UTILITY AND SEWER THE CITY OF ANAHEIM, 8706/505, O.R. APPROXIMATE LOCATION AS PLOTTED
- E74 EASEMENT FOR PUBLIC UTILITY, INGRESS/EGRESS TO THE CITY OF ANAHEIM, 88-027418, O.R.
- E75 EASEMENT FOR UNDERGROUND ELECTRIC SUPPLY SYSTEMS TO SCE, 19950487499, O.R.
- E82 EASEMENT RESERVED TO COUNTY OF ORANGE FOR UTILITY PURPOSES 6673/338 O.R.
- E83 EASEMENT TO CITY OF ANAHEIM FOR UTILITY PURPOSES 13069/1802 O.R.
- E84 EASEMENT TO CITY OF ANAHEIM FOR STORM DRAIN 13069/1802 O.R.
- E85 EASEMENT TO CITY OF ANAHEIM FOR STORM DRAIN 13069/1807 O.R.
- E86 EASEMENT TO CITY OF ANAHEIM FOR ROAD AND PUBLIC UTILITY PURPOSES TOGETHER WITH SLOPE EASEMENTS 13574/662 O.R.
- E87 EASEMENT TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR COMMUNICATION SYSTEM FACILITIES AND APPURTENANCES 82/172404 O.R.
- E88 EASEMENT TO CITY OF ANAHEIM FOR STORM DRAIN 82/180913 O.R.
- E89 EASEMENT TO COUNTY OF ORANGE FOR ROAD PURPOSES 231/230 O.R.

LINE DATA:

NO.	BEARING	DISTANCE
L1	N85°32'32"E	28.54'
L2	S51°45'44"E	5.92'
L3	S62°03'00"W	3.28'
L4	N77°34'32"E	3.03'
L5	N02°15'36"E	5.88'
L6	N77°34'32"E	31.62'
L7	S72°54'02"E	138.43'
L8	N79°07'10"E	139.88'
L9	S20°02'14"E	28.89'
L10	S71°26'46"W	5.00'
L11	S20°02'14"E	9.66'
L12	S20°02'14"E	23.62'
L13	S20°02'14"E	29.02'

L14	S20°02'14"E	46.92'
L15	N85°32'32"E	51.04'
L16	N86°11'04"W	1.13'
L17	N61°16'35"W	52.69'
L18	N35°30'10"E	10.29'
L19	N68°01'43"E	20.72'
L20	N14°05'38"E	13.08'
L21	N72°11'12"E	57.52'
L22	S37°28'45"W	9.98'
L23	N51°47'41"W	23.83'
L24	S51°47'41"E	29.34'
L25	N82°25'29"E	66.17'

CURVE DATA:

NO.	RADIUS	DELTA	LENGTH
C1	82.15'	169°59'04"	243.72'
C3	1150.00'	0°45'08"	15.10'
C4	32.00'	143°05'46"	79.92'
C5	1250.00'	03°47'52"	82.86'
C6	1155.00'	03°27'12"	69.61'
C7	25.00'	55°23'42"	24.17'
C8	1150.00'	03°29'58"	70.24'
C9	1147.00'	05°42'28"	114.26'
C10	557.88'	07°24'32"	72.14'

PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER		TYPE	DATE	DOC.#
104163-1	TCE	ORANGE COUNTY WATER DISTRICT	1,957,859	4621			TCE EXPIRES 11/01/2029			
104163-2	TCE	ORANGE COUNTY WATER DISTRICT	1,957,859	242,946			TCE EXPIRES 11/01/2029			

GRANTOR NOTES

- (1) Areas shown do not include underlying fee, unless indicated. Ac=acres
- (2) Indicates Underlying Fee (UF) Area
- (3) Indicates Indeterminate UF
- TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)
- TYPE:
GD=Grant deed
ED=Easement deed
OC=Quitclaim
DD=Director's deed
DE=Director's easement deed
DK=Director's quitclaim deed
FOC=Final Order of Condemnation
HE=Highway easement deed
REL=Relinquishment
VAC=Vacation
JUA=Joint use agreement
CCUA=Consent to common use agreement
- (4) Document or Instrument number

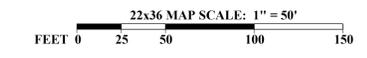
NOTES

Coordinates and bearings are on CCS 1983 (1991.35) Zone 6. Distances and stationing are grid distances. Divide by 0.999968500 to obtain ground distances. All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

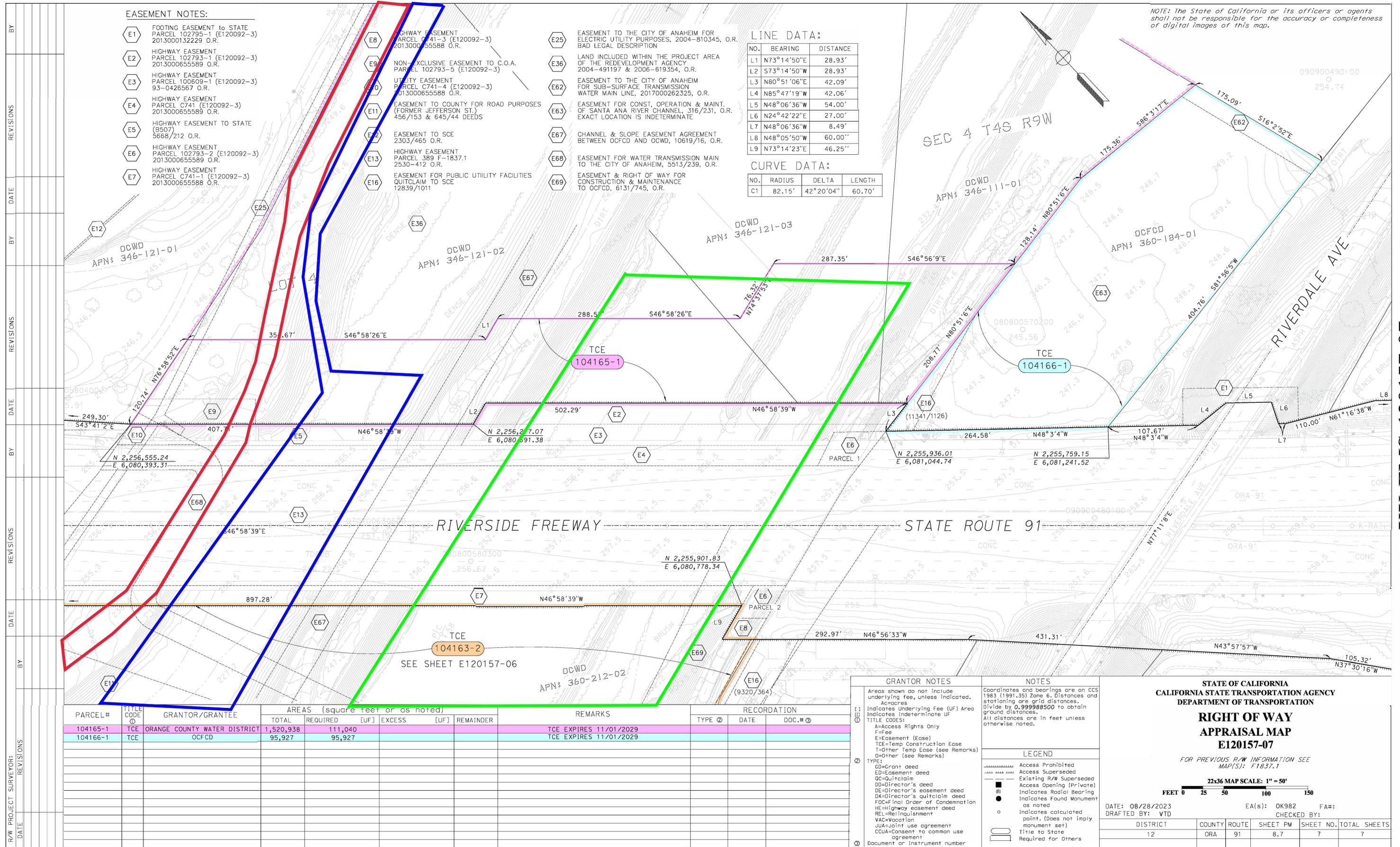
STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY APPRAISAL MAP E120157-06
FOR PREVIOUS R/W INFORMATION SEE MAP(S): F1837.1



DATE: 08/28/2023	EA(s): OK982	FA#:			
DRAFTED BY: VTD	CHECKED BY:				
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
12	ORA	91	8.4	6	7

XX-FMS-120157-06

Exhibit "5"



EASEMENT NOTES:

- E1 FOOTING EASEMENT to STATE PARCEL 102795-1 (E120092-3) 2013000132229 O.R.
- E2 HIGHWAY EASEMENT PARCEL 102793-1 (E120092-3) 2013000655589 O.R.
- E3 HIGHWAY EASEMENT PARCEL 100609-1 (E120092-3) 93-0426567 O.R.
- E4 HIGHWAY EASEMENT PARCEL C741 (E120092-3) 2013000655589 O.R.
- E5 HIGHWAY EASEMENT TO STATE (B507) 5668/212 O.R.
- E6 HIGHWAY EASEMENT PARCEL 102793-2 (E120092-3) 2013000655589 O.R.
- E7 HIGHWAY EASEMENT PARCEL C741-1 (E120092-3) 2013000655588 O.R.
- E8 HIGHWAY EASEMENT PARCEL C741-3 (E120092-3) 2013000655588 O.R.
- E9 NON-EXCLUSIVE EASEMENT TO C.O.A. PARCEL 102793-5 (E120092-3)
- E10 UTILITY EASEMENT PARCEL C741-4 (E120092-3) 2013000655588 O.R.
- E11 EASEMENT TO COUNTY FOR ROAD PURPOSES (FORMER JEFFERSON ST.) 456/153 & 645/44 DEEDS
- E12 EASEMENT TO SCE 2303/465 O.R.
- E13 HIGHWAY EASEMENT PARCEL 389 F-1837.1 2530-412 O.R.
- E16 EASEMENT FOR PUBLIC UTILITY FACILITIES 12839/1011

- E25 EASEMENT TO THE CITY OF ANAHEIM FOR ELECTRIC UTILITY PURPOSES, 2004-810345, O.R. BAD LEGAL DESCRIPTION
- E36 LAND INCLUDED WITHIN THE PROJECT AREA OF THE REDEVELOPMENT AGENCY 2004-491197 & 2006-619354, O.R.
- E62 EASEMENT TO THE CITY OF ANAHEIM FOR SUB-SURFACE TRANSMISSION WATER MAIN LINE, 2017000262325, O.R.
- E63 EASEMENT FOR CONST. OPERATION & MAINT. OF SANTA ANA RIVER CHANNEL, 316/231, O.R. EXACT LOCATION IS INDETERMINATE
- E67 CHANNEL & SLOPE EASEMENT AGREEMENT BETWEEN OCFCD AND OCWD, 10619/16, O.R.
- E68 EASEMENT FOR WATER TRANSMISSION MAIN TO THE CITY OF ANAHEIM, 5513/239, O.R.
- E69 EASEMENT & RIGHT OF WAY FOR CONSTRUCTION & MAINTENANCE TO OCFCD, 6131/745, O.R.

LINE DATA:

NO.	BEARING	DISTANCE
L1	N73°14'50"E	28.93'
L2	S73°14'50"W	28.93'
L3	N80°51'06"E	42.09'
L4	N85°47'19"W	42.06'
L5	N48°06'36"W	54.00'
L6	N24°42'22"E	27.00'
L7	N48°06'36"W	8.49'
L8	N48°05'50"W	60.00'
L9	N73°14'23"E	46.25'

CURVE DATA:

NO.	RADIUS	DELTA	LENGTH
C1	82.15'	42°20'04"	60.70'

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

XX-FMS-120157-07

PARCEL#	TITLE CODE	GRANTOR/GRANTEE	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED [UF]	EXCESS [UF]	REMAINDER		TYPE	DATE	DOC.#
104165-1	TCE	ORANGE COUNTY WATER DISTRICT	1,520,938	111,040			TCE EXPIRES 11/01/2029			
104166-1	TCE	OCFCD	95,927	95,927			TCE EXPIRES 11/01/2029			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated. Acres

Indicates underlying fee (UF) Area

Indicates indeterminate UF

TITLE CODES:

- A=Access Rights Only
- F=Fee
- E=Easement (Ease)
- TCE=Temp Construction Ease
- T=Other Temp Ease (see Remarks)
- O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983 (1991.35) Zone 6. Distances and stationing are grid distances.

Divide by 0.99988500 to obtain ground distances.

All distances are in feet unless otherwise noted.

LEGEND

- Access Prohibited
- Access Superseded
- Existing R/W Superseded
- Access Opening (Private)
- Indicates Radial Bearing
- Indicates Found Monument as noted
- Indicates calculated point. (Does not imply monument set)
- Title to State
- Required for Others

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
E120157-07

FOR PREVIOUS R/W INFORMATION SEE MAP(S): F1837.1

22x36 MAP SCALE: 1" = 50'

DATE: 08/28/2023
DRAFTED BY: VTD

EA(s): OK982 FA#:
CHECKED BY:

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
12	ORA	91	8.7	7	7

PROJECT ID: 1220000030

AGENDA ITEM SUBMITTAL

Meeting Date: October 24, 2025

To: Property Management Committee
Board of Directors

From: John Kennedy

Staff Contact: C. Olsen/D. Park

Budgeted: N/A

Budget Amount: N/A

Cost Estimate: N/A

Program/Line Item No.: N/A

General Counsel Approval: N/A

Engineers/Feasibility Report

Approved: N/A

CEQA Compliance: N/A

SUBJECT: ANAHEIM LAKE HOUSE POTENTIAL OPTIONS

SUMMARY

The District owns a vacant house located at 3435 E. Miraloma Avenue, Anaheim, CA (Property), adjacent to the southerly portion of the District's Anaheim Lake Recharge Basin. Originally constructed as a single-family residence, the Property was leased to Corona Recreation, Inc. from 2006 to 2020 as a business office. District staff has initiated contact with the City of Anaheim to evaluate zoning and building code compliance, received preliminary feedback, and was informed that confirmation will require additional details regarding the Property's intended use.

Attachments: 1) Table 120-B (Primary Use)
2) Table 120-C (Accessory Use)

RECOMMENDATION

Informational

BACKGROUND/ANALYSIS

The District owns a vacant house located at 3435 E. Miraloma Avenue, Anaheim CA (APN 345-142-03), adjacent to the southerly portion of the District's Anaheim Lake Recharge Basin. The Property is approximately 1,400 square feet and construction was authorized by the Board in 1958 and completed in 1959. The Property was constructed to be used originally as a single-family residence by the District caretaker of Crill Basin (now Anaheim Lake). Subsequently, the Property was leased to Corona Recreation, Inc. from 2006-2020 for use as a business office. Corona Recreation currently leases the District's Warner Recharge Basin in Anaheim for a fishing concession operation and can use Anaheim Lake where the Property is located, as an alternate premises.

In early 2025 and in anticipation of potentially leasing out the Property, staff had it inspected for damage, mold and asbestos as it had been vacant for a number of years and was in a state of disrepair. The inspection identified extensive repairs needed, including mitigating high levels of mold, however, no asbestos were found in the house. As part of the inspection, staff was provided with a high-level repair estimate of approximately \$130,000. Staff believes this figure may be understated based on the severity of damage noted in the inspection.

Preliminary title report

Staff ordered a preliminary title report from Fidelity National Title for the larger parcel (APN 345-142-03) on which the Property sits, however, it is unclear whether the listed easements encumber the house, so staff will need to investigate further.

City Planning and Building Division

Staff contacted Anaheim Planning to inquire about potentially leasing the Property for either commercial or residential purposes, and if those uses would be permitted under the current zoning. Staff also asked whether a prior use may have existed before the current zoning was established and if it may qualify as a legal nonconforming (grandfathered) use.

According to Anaheim Planning, the Property's zoning designation is DA-6 "Open Space/Water", under the Anaheim Canyon Specific Plan, which does not currently allow residential nor most commercial uses. However, if the Property was last used as a permitted residence, it may qualify as a nonconforming residential use, allowing continued occupancy despite current zoning restrictions. If the last use was nonresidential, then any future use must conform to the DA-6 zoning regulations, unless documentation can confirm a legally established nonconforming use.

In addition, the intended use of the Property, whether for public or private purposes, must be clarified. Public agency uses may allow for greater flexibility, while private residential or commercial uses must align with the permitted and conditionally permitted uses outlined in Tables 120-B and 120-C of the DA-6 zoning plan. Planning staff advised that District staff consult with the Anaheim Building Division to determine the process for legalizing the structure's occupancy type (residential or commercial).

Staff contacted the Building Division who advised, after conducting a records search, that no permits were found, indicating the structure was not legally established through the City as a residence. Therefore, in the absence of such documentation, City Planning would consider the structure as new construction, subject to all current building and zoning regulations.

Potential Next Steps

The City has advised the District to initiate a Project Evaluation Permit (PEP), with a starting fee of \$355, which requires a formal inspection of the Property. The inspection will determine whether components of the structure must be removed or legalized through new permit applications. Clarifying the intended use of the Property, public agency or private, will help guide zoning and building code compliance, and determine any potential flexibility.

Summary of Steps Taken

Date	Activity	Cost	Status / Result
January 2025	Home Inspection Report prepared by Home Inspection Experts, Huntington Beach	\$1,224	Completed / Major Repair work needed
	Expanded Mold Report prepared by subcontractor of Home Inspection Experts (LA Testing)	Included with home inspection	Completed / High levels of Mold detected
February 2025	Title Report prepared by Fidelity National Title	\$500	Completed / pending staff review
March 2025	Cost Estimate based on the Home Inspection Report for rehabilitation prepared by Mars Construction Industries	Included with home inspection	Cost estimate report showing approximately \$130,000 of repairs
April 2025	Asbestos Survey conducted by Envirocheck	\$765	No asbestos detected
	Correspondence with Anaheim Planning Division (Zoning)		In progress
May 2025	Correspondence with Anaheim Building Division (Building Code)		In progress

PRIOR RELEVANT BOARD ACTIONS

7/20/2016, R16-7-94, Approve and authorize execution Amendment One to Lease Agreement with Corona Recreation, Inc. for use of the house at Anaheim Lake as a business office for a term of 5-years with the same terms and conditions with a new Expiration Date of September 30, 2021.

9/20/06, R06-09-123, Approving Lease with Corona Recreation to operate a fishing concession at Warner Basin and Anaheim Lake; Approving Lease of House at Anaheim Lake; and Approving Consent to Parking Sublease with California Automobile Dealers Association at Anaheim Lake.

08/12/1959, M643, Authorizing final payment to Langson Construction for new house at 16561 Anaheim Road.

09/10/1958, M498, Approving plans and specifications for house on Crill Property and authorizing call for bids.

Location Map



Table 120-B

Table 120-B PRIMARY USES BY DEVELOPMENT AREA: NON-RESIDENTIAL USE CLASSES					<i>P=Permitted by Right</i> <i>C=Conditional Use Permit Required</i> <i>M=Minor Conditional Use Permit Required</i> <i>N=Prohibited</i> <i>T=Telecommunications Antenna Review Permit Required</i>		
	DA-1	DA-2	DA-3	DA-4	DA-5	DA-6	Special Provisions
Agricultural Crops	P	P	N	P	P	P	
Alcoholic Beverage Manufacturing	P/C	P/C	P/C	P/C	P/C	C	Subject to Section 18.38.025; Buildings larger than 6,000 square feet are subject to a conditional use permit
Alcoholic Beverage Sales–Off-Sale	N	N	P/C	P/C	P/C	N	Subject to 18.60.220; Permitted without a conditional use permit in DA 3, DA 4 and DA 5 if use is in conjunction with Markets–Large
Alcoholic Beverage Sales–On-Sale	P/C	P/C	P/C	P/C	P/C	P/C	Permitted without a conditional use permit when in conjunction with Restaurants–Full-Service, Restaurants–General and Restaurants–Outdoor Dining
Alcoholism or Drug Abuse Recovery or Treatment Facilities (Large)	N	N	C	C	C	N	
Ambulance Services	P	P	C	N	C	C	
Animal Boarding	P/C	P/C	P/C	P/C	P/C	P/C	Permitted without a conditional use permit when conducted entirely indoors subject to Section 18.38.270
Animal Grooming	P/C	P/C	P/C	P/C	P/C	P/C	Permitted without a conditional use permit when conducted entirely indoors subject to Section 18.38.270
Antennas–Broadcasting	P/C	P/C	P/C	P/C	P/C	P/C	Permitted without a conditional use permit if designed similar to stealth telecommunications facility, as defined in Section 18.38.060.030.0312
Antennas–Private Transmitting	T	T	T	T	T	T	Subject to 18.38.040
Antennas–Telecommunications–Stealth Building-Mounted	T	T	T	T	T	T	Subject to Sections 18.38.060 & 18.62.020
Antennas–Telecommunications–Stealth Ground-Mounted	T	T	T	T	T	T	Subject to Section 18.36.060
Antennas–Telecommunications–Ground-Mounted (Non-Stealth)	N	N	N	N	N	N	
Automated Teller Machines (ATM's)	P/M	P/M	P/M	P/M	P/M	P/M	Permitted without a minor conditional use permit if located inside an existing business or on an exterior building wall
Automotive–Vehicle Sales, Lease & Rental	C	C	C	N	C	N	
Automotive–Sales Agency Office (Retail)	C	C	M	C	C	N	Subject to Section 18.38.065

Automotive–Sales Agency Office (Wholesale)	P/M/C	P/M/C	P/M/C	P/M/C	P/M/C	P/M/C	Subject to Section 18.16.055 and Section 18.38.065. Minor conditional use permit required for on-site storage, display or parking of one or two vehicles being held as inventory. Conditional use permit required for on-site storage, display or parking of three or more vehicles being held as inventory
Automotive–Impound Yards	C	C	N	N	N	N	Subject to Section 18.38.200
Automotive–Public Parking	P	P	P	P	P	P	
Automotive–Parts Sales	P/C	P/C	N	P/C	P/C	N	Permitted without a conditional use permit when conducted entirely indoors
Automotive–Repair and Modification: Major	C	C	N	C	C	N	
Automotive–Repair and Modification: Minor	M	M	N	M	M	N	
Automotive–Service Stations	P	P	C	P	P	N	Subject to Section 18.38.070; In DA-3, must be adjacent on to both La Palma and Tustin Avenues
Automotive–Vehicle Storage	M/C	M/C	M/C	M/C	M/C	M/C	Permitted for up to one year by minor conditional use permit, with optional one year extensions to permit the use for up to five years; conditional use permit required to permit the use for over five years.
Automotive–Washing	C	C	C	C	C	C	
Banquet Halls	C	C	C	C	C	C	
Bars & Nightclubs	N	N	C	C	C	N	
Bed & Breakfasts Inns	N	N	C	C	C	N	Subject to Section 18.38.080
Beekeeping	C	C	N	N	N	C	
Billboards	N	N	N	N	N	N	
Boarding House	N	N	C	N	N	N	
Building Material Sales	C	C	N	N	C	N	No more than 30% of the outdoor area, excluding parking, shall be devoted to outdoor displays; subject to Sections 18.38.190 and 18.38.200
Business & Financial Services	P	P	P	P	P	N	
Cemeteries	N	N	N	N	N	N	
Commercial Equestrian Establishments	N	N	N	N	N	N	
Commercial Retail Centers–Large	N	N	P/C	P/C	P/C	N	Subject to Section 18.38.115; otherwise, a conditional use permit is required.
Commercial Retail Centers–Small	N	N	P/C	P/C	P/C	N	Subject to Section 18.38.115; otherwise, a conditional use permit is required.
Community Care Facilities–Licensed (Large)	N	N	C	C	C	N	
Community Care Facilities–Unlicensed (Large)	N	N	C	C	C	N	Subject to § 18.38.123

Community & Religious Assembly	N	N	C	C	C	N	Permitted in DA-1 pursuant to Conditional Use Permit No. 2016-05874.
Computer Internet & Amusement Facilities	N	N	N	N	N	N	
Convalescent & Rest Homes	N	N	C	C	C	N	
Convenience Stores	N	N	P	P	P	N	Subject to Section 18.38.110; otherwise, a conditional use permit is required.
Dance & Fitness Studios–Large	N	N	P	P	P	N	
Dance & Fitness Studios–Small	N	N	P	P	P	N	
Day Care Centers	P/C	P/C	P/C	P	P	N	Permitted without a conditional use permit in DA-1, DA-2 and DA-3 if integrated within a multi-tenant office building as an accessory use to serve office tenants.
Drive-Through Facilities	N	N	P/C	P/C	P/C	N	Permitted without a conditional use permit as an accessory use if in conjunction with Business and Financial Services as the primary use
Educational Institutions–Business	P/M	P/M	P/M	P/M	P/M	N	Institutions with ten students or less do not require a conditional use permit
Educational Institutions–General	N	N	C	C	C	N	
Educational Institutions–Tutoring	N	N	P	P	P	N	Subject to Section 18.36.040.050
Emergency Shelters (50 or fewer occupants)	P	P	N	N	N	N	Subject to Section 18.38.125
Emergency Shelters (more than 50 occupants)	C	C	N	N	N	N	Subject to Section 18.38.125
Entertainment Venue	N	N	C	C	C	N	
Equipment Rental–Large	P/M/C	P/M/C	N	P/M/C	P/M/C	N	Permitted if equipment is completely screened from view. Conditional Use Permit required if equipment cannot be screened. Permitted by MCUP when accessory to a permitted primary use and limited to a maximum of 5 vans, trucks and/or trailers typically used for moving of household goods; screening of these vehicles is not required.
Equipment Rental–Small	P/C	P/C	P/C	P/C	P/C	N	Permitted without a conditional use permit if use is conducted wholly indoors including storage and display of equipment
Farmers Market	N	N	M	M	M	N	
Golf Courses & Country Clubs	N	N	N	N	N	C	
Helipads & Heliports	P/C	P	N	N	C	N	Requires a conditional use permit in DA-1 if the use is located within 1,000 feet from a residentially-zoned parcel
Hospitals	C	C	C	N	C	N	
Hotels	N	N	C	N	C	N	

Hotels, Full Kitchen Facilities	N	N	C	N	C	N	
Industry	P	P	N	N	M	C	
Industry–Heavy	P	P	N	N	M	C	
Junkyards	C	C	N	N	N	N	Subject to Section 18.38.200
Markets–Large	N	N	P	P	P	N	Subject to 18.38.155 and 18.60.220
Markets–Small	N	N	P/C	P/C	P/C	N	Subject to Section 18.38.155; otherwise, a conditional use permit is required
Medical & Dental Offices	M	M	P	P	P	N	
Medical Marijuana Dispensaries	N	N	N	N	N	N	
Mortuaries	C	C	C	N	N	N	
Motels	N	N	C	N	C	N	
Offices–Development	P	P	P	P	P	N	
Offices–General	P	P	P	P	P	N	
Oil Production	C	C	N	N	N	N	Subject to Section 18.38.180
Outdoor Storage Yards	P/C	P/C	N	N	N	N	Permitted without a conditional use permit if all storage is screened from view; subject to Section 18.38.200, otherwise a Conditional Use Permit is required.
Personal Services–General	N	N	P/C	P/C	P/C	N	Laundromats are subject to Section 18.38.150; otherwise, a conditional use permit is required. Massage subject to Section 18.16.070
Personal Services–Restricted	N	N	C	C	C	N	
Plant Nurseries	C	C	N	C	C	C	
Public Services	P	P	C	C	C	N	
Public Art and Murals	P	P	P	P	P	P	Subject to Section 18.62.130 when visible to public property or public rights-of-way
Recreation–Billiards	N	N	P/C	P/C	P/C	N	Subject to Section 18.38.085; otherwise, a conditional use permit is required.
Recreation–Commercial Indoor	N	N	C	P	P	N	Amusement arcades are allowed only in conjunction with a hotel, motel, or a bowling alley
Recreation–Commercial Outdoor	N	N	C	C	C	C	
Recreation–Low-Impact	P	P	P	P	P	P	
Recreation–Swimming & Tennis	N	N	P/C	P/C	P/C	P/C	Permitted without a conditional use permit if use is conducted wholly indoors
Recuperative Care/Medical Respite	P/C	P/C	N	N	N	N	Subject to Section 18.38.125
Recycling Services–General	C	P	N	N	N	C	Subject to Chapter 18.48
Recycling Services–Processing	P/C	P	N	N	N	P/C	Subject to Chapter 18.48. Small processing facilities under 4,000 s.f. that conduct all work inside are allowed in DA-1 and DA-6 without a conditional use permit

Repair Services—General	P	P	P	P	P	N	
Repair Services—Limited	P	P	P	P	P	N	
Research & Development	P	P	P	P	P	P	
Restaurants—Full Service	N	N	P	P	P	N	
Restaurants—General	P/C	P/C	P	P	P	P/C	Permitted without a conditional use permit when a part of an industrial or office complex of 5 or more units
Restaurants—Outdoor Dining	C	C	P	P	P	C	Subject to Section 18.38.220
Retail Sales—General	C/N	C/N	P	P	P	N	Permitted by conditional use permit in DA-1 & DA-2 only if the retail is industrially-related or household furniture occupying a minimum of 50,000 square feet of building floor area.
Retail Sales—Kiosks	N	N	M	M	M	C	
Retail Sales—Outdoor	N	N	C	C	C	C	Subject to Sections 18.38.190 and 18.38.200
Retail Sales—Used Merchandise	N	N	P	P	P	N	
Self-Storage	C	C	N	N	N	N	Subject to Council Policy No. 7.2
Senior Living Facilities (Large)	N	N	C	C	C	N	
Sober Living Homes (Large)	N	N	C	C	C	N	Subject to § 18.38.123
Sex-Oriented Businesses	P	P	N	N	N	N	Subject to Chapter 18.54
Smoking Lounge	N	N	P/C	P/C	P/C	N	Subject to Section 18.16.080; otherwise, conditional use permit is required.
Studios—Broadcasting	P/C	P/C	P/C	P/C	P/C	N	Permitted without a conditional use permit if there is no live audience.
Studios—Recording	P/C	P/C	P/C	P/C	P/C	N	Permitted without a conditional use permit if there is no live audience.
Towing Services	P	P	N	N	N	N	
Transit Facilities	C	C	C	C	C	N	
Truck Repair & Sales	P	P	N	N	C	N	Subject to Section 18.38.200
Utilities—Major	C	C	C	C	C	C	
Utilities—Minor	P	P	P	P	P	P	
Veterinary Services	P/C	P/C	P/C	P/C	P/C	P/C	Permitted without a conditional use permit when conducted entirely indoors subject to § 18.38.270
Warehousing & Storage-Enclosed	P	P	N	N	P	C	
Wholesaling	P	P	C	C	P	C	In DA-3 and DA-4, shall be accessory to Retail Sales use
Wine Bars	N	N	C	C	C	N	

Table 120-C

Table 120-C ACCESSORY USE CLASSES BY DEVELOPMENT AREA				<i>P=Permitted by Right</i> <i>C=Conditional Use Permit Required</i> <i>M=Minor Conditional Use Permit Required</i> <i>N=Prohibited</i> <i>T=Telecommunications Antenna Review Permit Required</i>			
	DA-1	DA-2	DA-3	DA-4	DA-5	DA-6	Special Provisions
Table 120-C ACCESSORY USE CLASSES BY DEVELOPMENT AREA				<i>P=Permitted by Right</i> <i>C=Conditional Use Permit Required</i> <i>M=Minor Conditional Use Permit Required</i> <i>N=Prohibited</i> <i>T=Telecommunications Antenna Review Permit Required</i>			
	DA-1	DA-2	DA-3	DA-4	DA-5	DA-6	Special Provisions
Accessory Dwelling Unit	P	P	P	P	P	P	Permitted when accessory to an existing residential use; Subject to 18.38.015
Accessory Dwelling Unit–Junior	N	N	N	N	N	N	
Accessory Living Quarters	N	N	N	N	N	N	
Agricultural Workers Quarters	N	N	N	N	N	N	
Amusement Devices	N	N	P	P	P	N	Subject to Section 18.16.050
Animal Keeping	N	N	P	N	N	P	Subject to Section 18.38.030
Antennas–Dish	P	P	P	P	P	P	Subject to Section 18.38.050
Antennas–Receiving	P	P	P	P	P	P	Subject to Section 18.38.050
Automated Teller Machines (ATM's)	P	P	P	P	P	N	Permitted without a minor conditional use permit if located inside an existing business or on an exterior building wall
Bingo Establishments	N	N	P	P	P	N	Subject to Chapter 7.34
Caretaker Units	P	P	P	P	P	P	Subject to Section 18.38.090
Day Care–Large Family	N	N	P	N	N	N	
Day Care–Small Family	N	N	P	N	N	N	
Entertainment–Accessory	N	N	P	P	P	N	Subject to Section 18.16.060 in conjunction with a commercial use
Fences & Walls	P	P	P	P	P	P	Subject to Section 18.46.110; this use may occur on a lot without a primary use
Greenhouses–Private	N	N	N	N	N	N	
Home Occupations	N	N	P	N	N	N	Subject to Section 18.38.130
Landscaping & Gardens	P	P	P	P	P	P	Subject to Chapter 18.46; this use may occur on a lot without a primary use
Mechanical & Utility Equipment–Ground Mounted	P	P	P	P	P	P	Subject to Section 18.38.160

DRAFT

Mechanical & Utility Equipment–Roof Mounted	P	P	P	P	P	P	Subject to Section 18.38.170
Outdoor Displays	C	C	P	P	P	C	Subject to Section 18.38.190
Parking Lots & Garages	P	P	P	P	P	P	
Petroleum Storage–Incidental	P	P	P	P	P	N	Shall comply with the Uniform Fire Code
Portable Food Carts	N	N	C	C	C	N	Subject to Section 18.38.210
Recreation Buildings & Structures	N	N	P	N	N	C	
Recycling Services–Consumer	P	P	P	P	P	N	Subject to Chapter 18.48
Retail Floor, Wall & Window Coverings	P	P	N	P	P	N	Subject to Section 18.38.250
Short-Term Rentals	N	N	N	N	N	N	
Signs	P	P	P	P	P	P	Subject to Chapter 18.44
Solar Energy Panels	P	P	P	P	P	P	Subject to 18.38.170
Thematic Elements	P	P	P	P	P	P	
Valet Parking	C	C	M	M	M	C	
Vending Machines	P	P	P	P	P	P	Shall be screened from view from public rights-of-way and shall not encroach onto sidewalks
Warehousing & Storage-Outdoors	P	P	N	P	P	C	Subject to Section 18.38.200

Table 120-D TEMPORARY USE CLASSES BY DEVELOPMENT AREA						P=Permitted by Right C=Conditional Use Permit Required N=Prohibited T=Telecommunications Antenna Review Permit Required	
	<i>DA-1</i>	<i>DA-2</i>	<i>DA-3</i>	<i>DA-4</i>	<i>DA-5</i>	<i>DA-6</i>	<i>Special Provisions</i>
Table 120-D TEMPORARY USE CLASSES BY DEVELOPMENT AREA						P=Permitted by Right C=Conditional Use Permit Required N=Prohibited T=Telecommunications Antenna Review Permit Required	
	<i>DA-1</i>	<i>DA-2</i>	<i>DA-3</i>	<i>DA-4</i>	<i>DA-5</i>	<i>DA-6</i>	<i>Special Provisions</i>

DRAFT

Carnivals & Circuses	N	N	P	P	P	N	Subject to Section 18.38.095 and Chapter 3.32
Christmas Trees & Pumpkin Sales	P	P	P	P	P	N	Subject to Section 18.38.240
Contractor's Office & Storage	P	P	P	P	P	N	Subject to Section 18.38.105
Sale of Fireworks	N	N	N	N	N	N	
Real Estate Tract Office	P	P	P	P	P	N	The office shall be removed at the end of two (2) years from the date of the recording of the subdivision map, or the sale of the last home, whichever is earlier

AGENDA ITEM SUBMITTAL

Meeting Date: October 24, 2025
To: Property Management Committee/
 Board of Directors
From: John Kennedy
Staff Contact: C. Olsen/D. Park

Budgeted: N/A
Budget Amount: N/A
Cost Estimate: N/A
Funding Source: N/A
Program/Line Item No.: N/A
General Counsel Approval: N/A
Engineers/Feasibility Report: N/A
CEQA Compliance: N/A

Subject: QUARTERLY REPORT ON LEASES AND PERMITS/LICENSES FOR THE PERIOD ENDING SEPTEMBER 30, 2025

SUMMARY

Attached for Board review is the Quarterly Report on Leases and Permits/Licenses for the period of July 1, 2025 to September 30, 2025.

Attachment: Summary Report of Leases & Permits/Licenses ending September 30, 2025

RECOMMENDATION

Informational

BACKGROUND/ANALYSIS

The District has approximately 933 acres of land under 16 leases and 19 permits/licenses.

3rd QUARTER RENT COMPARISON

3rd Qtr. 2025	3rd Qtr. 2024	Increase/(Decrease) 3 rd Qtr. 2025 vs. 3 rd Qtr. 2024	Percentage Increase/(Decrease) 3 rd Qtr. 2025 vs. 3 rd Qtr. 2024
\$475,339	\$594,190	(\$118,851)	(20%)

YEAR TO DATE RENT COMPARISON

Year to Date 2025	Year to Date 2024	Increase/(Decrease) YTD 2025 compared to 2024	Percentage Increase/(Decrease) YTD 2025 compared to 2024
\$1,389,227	\$1,460,803	(\$71,576)	(4.9%)

Note: The 20% year-over-year decrease in 2025 Q3 rent is primarily due to Anaheim Adventure Park's early payment of its full 2025 annual rent during Q3 of last year, a drop in admissions revenue (\$57,591), and early October 2024 payments from Mike Raahauge Shooting Enterprises for the shooting range (\$19,613) and duck hunting leases (\$43,277).

UPCOMING RENEWALS AND ACTIONS

RENEWALS

2025

4th Quarter

- No leases expire in the 4th Quarter

2026

1st Quarter

- No leases expire in the 1st Quarter

ACTIONS - Staff

All Lessees and Permittees/Licensees are in full compliance with the terms of their lease/permit/license and all are current with their rent with the following exceptions:

- None

PROPERTY LICENSE AGREEMENT ISSUED BY GENERAL MANAGER IN 2025 YEAR-TO-DATE

- None

**SUMMARY REPORT
STATUS OF LEASES
3rd QUARTER ENDED September 30, 2025**

Leases	Location	Monthly Rent	Annual Increase	3rd Quarter Rent Paid	Year to Date	Status of Rent	Lease Violations	Expiration Date	Acres	Use
Anaheim Adventure Aqua Park	High Season - April-October	\$7,639.61	CPI April	\$ 36,366.83	\$ 37,055.96	Current	None	02-28-30	13.200	Aquapark
Anaheim Adventure Aqua Park	Low Season - November - March	\$2,227.88	CPI April							
Anaheim, City of Well 58	Anaheim Lake	Flat Fee \$1.00			N/A	Current	None	03-31-61	0.380	Production Water Well
Anaheim, City of	Burriss Basin	\$1.00/Annual			\$ 1.00	Current	None	01-31-31	14.000	Park
County of Orange, Integrated Waste Mgt.	Smith Basin	Reports			N/A	Current	None	Automatic Annual Renewal	0.010	Monitoring wells for Reeve's Pit (executed 12/12/1996)
Corona Rec. Inc., Doug Elliott	Warner Basin	5% of Gross Receipts or \$8,248.92/mo.	CPI October	\$ 43,391.20	\$ 142,778.20	Current	None	09-30-26	128.150	Fishing concession.
North American Recycling & Crushing, LLC	Huckleberry Pond	\$81,445.94	3% April 1	\$ 244,337.82	\$ 728,269.04	Current	None	03-31-27	5.650	Concrete/Asphalt crushing.
NSM Golf, LLC	Burriss Pit	\$10,720.62	CPI October	\$ 21,441.24	\$ 85,764.76	Current	None	09-30-26	15.000	Golf driving range - 5 year option.
Harvest Landscape Enterprises, Inc.	South of Lincoln Ave.	\$2,307.27	CPI April 1	\$ 6,921.81	\$ 25,102.49	Current	None	03-31-27	3.600	Container nursery.
Montoya Enterprises Inc. - Nursery	Santiago Basins	\$1,776.00	Fixed April 1	\$ 5,328.00	\$ 15,880.00	Current	None	03-31-29	2.600	Container nursery.
Newport Beach, City of	Seawater Pipeline	Flat Fee \$1		\$ 1.00	\$ 1.00	Current	None	09-22-47		
Prado Basin Duck Club (1)	Prado Basin - Lower Ponds	\$18,961/annual	3% July 1		\$ 10,000.00	Current	None	06-30-26	66.000	John Kelly Astor - Duck Hunting Concession
Raahauge Shooting Enterprises - Ducks (1)	Prado	Flat Fee \$86,554	5% July 1		\$ -	Current	None	06-30-26	450.000	Duck hunting, Oct. to Jan. Sporting clays/trap & skeet shooting. No rent increase until May 1, 2019
Raahauge Shooting Enterprises - Range	Prado	\$20,397.29	CPI May 2021	\$ 63,027.63	\$ 187,247.13	Current	None	04-30-47	135.000	Hunter safety classes, dog kennels, raising of game birds.
Raahauge Shooting Enterprises - Pheasant	Prado	\$250/mo.	N/A	\$ 750.00	\$ 2,250.00	Current	None	04-30-47	110.000	
Sandwood Inc.	Batavia Street	\$14,044.77	CPI April 1	\$ 42,134.31	\$ 124,713.73	Current	None	03-31-29	2.600	Sandbagging/Firewood
Yorba Linda Water District (2)	Warner Basin	\$5,442.13 / year 2024	3% December	\$ -	\$ -	Current	None	12-31-62	0.4224	Production Water Well 21 Original Rent: \$3,817 - 8/22/2012 - w/ 3% annual increase
TOTAL FOR LEASES				\$ 463,699.84	\$ 1,359,063.31				933.412	

NOTES:

1. Prado Basin Duck Hunting & Raahauge Duck Hunting - (Rent due 50% by October 15 and 50% by December 15).
2. YLWD rent due on Dec. 31 of each year.

**SUMMARY REPORT
STATUS OF PERMITS/LICENSES
3rd QUARTER ENDED September 30, 2025**

Permits/Licenses	Location	Monthly Rent	Annual Increase	3rd Quarter Rent Paid	Year to Date	Status of Rent	Permit/License Violations	Expiration Date	Acres	Use
Anaheim Model Airplane Club & Scamps	Foster-Huckleberry Pond	Comm. Svc.		N/A	N/A	Current	None	Mo. to Mo.	115.820	Model airplane flying area.
Anaheim, City of Well Maintenance	Anaheim Lake	Comm. Svc.		N/A	N/A	Current	None	Mo. to Mo.	0.230	Maintain wells and pipeline.
Anaheim, City of	Burris Basin	N/A			N/A	Current	None	Year to Year		Pumphouse
Boy Scouts of America, Troop 850	Santiago Bond Basin	Clean Premises			\$ -			Mo. to Mo.		Store 2 container trailers
CA Dept. of Forestry & Fire Protection	Prado - Highway 71	Fire Protection			N/A	Current	None	Mo. to Mo.		Cut fire break along fence - Highway 71.
Inland Empire Utility District	Prado Basin	WQ Report		\$ -	N/A	Current	None	03-31-34		Monitoring will site
Orange, City of	Orange Reservoir No. 10	N/A		\$ -	N/A	Current	None	05-31-34		Antenna on Reservoir No. 10
OC Transportation Authority (OCTA)	Deep Well #5	N/A		\$ -	\$ -					Temporary construction easement for the District's Deep Well #5 property located on the east side of Pacific Street at Spencer Ave in Fountain Valley
SCE & (formerly Royal Street Communications) T-Mobile (ATS) (1)	Riverdale Avenue, Orange	\$1,143.51	CPI	\$ 2,287.02	\$ 9,148.08	Current	None	11-13-27		Cellular Comm. Relay Site
Southern California Edison Co. (2)	Anaheim Lake	\$876.84 + CPI Annual	November 1		\$ 876.84	Current	None	02-28-38		ATS contract renews with T-Mobile's renewal
Serrano Irrigation District	Santiago Basin	Conj. well site #4			N/A	Current	None	Annual Renewal	0.220	Conjunctive use well. R90-10-210 / orig exp: 7-1-10
T.E. Roberts	Huckleberry Basin	\$1,419/mo		\$ 2,838.00	\$ 13,625.00	Current	None	1/31/2026		Staging area for City of Anaheim Pipeline work
Spectrum Pacific West	Anaheim	N/A		\$ 6,514.00	\$ 6,514.00					One time license fee
University of So. Calif.	Fullerton Airport/ Other Locations	N/A			N/A	Current	None	Mo. to Mo.		Measure seismic activity in monitoring wells.
Western Riverside Co. Regional Wastewater	Prado Basin	Copy of Reports		\$ -	N/A	Current	None	6-30-46		Monitoring wells - 3
Yorba Linda Water District	Warner Basin Complex	Flat Fee \$550.00		\$ -	N/A	Current	None	12-31-60		Discharge from well water 20.
TOTAL FOR PERMITS/LICENSES					\$ 11,639.02	\$ 30,163.92				116.270
TOTAL FOR LEASES & PERMITS/LICENSES					\$ 475,338.86	\$ 1,389,227.23				1,049.682

NOTES:

1. Monthly Rent is 70% of \$1,266.77 which is adjusted by the CPI annually
2. SCE License Fee due on March 1 of each year

(475,338.86)