

**RECORDING REQUESTED BY
AND RETURN TO:**

City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Agreement is recorded at the request and for the benefit of the City of Fullerton and is exempt from the payment of a recording fee pursuant to Government Code §§ 6103 and 27383

**WATER WELL NO. 10 TEMPORARY PFAS WATER TREATMENT PLANT
TEMPORARY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

This Water Well No. 10 Temporary PFAS Water Treatment Plant Temporary Easement and Temporary Construction Easement ("**Agreement**") is entered into as of _____, 2026 (the "**Effective Date**"), by and between REXFORD INDUSTRIAL – 1901 ROSSLYNN, LLLP, a Delaware limited liability limited partnership ("**REXFORD**"), and the CITY OF FULLERTON (the "**City**"). REXFORD and the City are each hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**" in this Agreement.

RECITALS

A. REXFORD is the fee owner of that certain real property located at 1851 Rosslynn Avenue (Assessor Parcel Numbers 033-270-31 and -33) in the City of Fullerton, County of Orange, State of California, more particularly described in Attachment 1 attached hereto (the "**Property**").

B. Subject to the terms herein, the City desires to temporarily enter upon portions of the Property, and REXFORD has agreed to grant City a temporary easement over portions of the Property, as described in Attachment 2 attached hereto (the "**Temporary Treatment Plant Easement Area**"), together with reasonable ingress thereto and egress therefrom, over and across the Property as designated by REXFORD from time to time, for the purpose of the City's construction, installation, operation and maintenance of a temporary PFAS water treatment plant and related facilities (the "**Temporary Water Facilities**") within the Temporary Treatment Plant Easement Area.

C. Subject to the terms herein, REXFORD has agreed to grant City a temporary construction easement over portions of the Property, as described in Attachment 3 attached hereto (the "**Temporary Construction Easement Area**") to facilitate the City's construction and installation of the Temporary Water Facilities in the Temporary Treatment Easement Area.

D. By this Agreement, REXFORD wishes to grant to the City, and the City wishes to accept, the Temporary Treatment Plant Easement (as defined below) and the Temporary

Construction Easement (as defined below), in accordance with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth herein, the Parties hereto agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference and made part of this Agreement.

2. Grant and Scope of Temporary Treatment Plant Easement. Subject to the terms of this Agreement, REXFORD hereby grants to the City for the benefit of City, its employees, agents, contractors, suppliers, successors and assigns, an exclusive, temporary easement ("**Temporary Treatment Plant Easement**") on, over, upon and through the Temporary Treatment Plant Easement Area, for the installation, operation and maintenance of the Temporary Water Facilities, including, but not limited to, the modification, expansion, repair, installation, improvement, removal, use, operation and replacement of the Temporary Water Facilities in the Temporary Treatment Plant Easement Area, including the right to treat water with the Temporary Water Facilities.

3. Grant of Temporary Construction Easement. REXFORD hereby grants to the City for the benefit of City, its employees, agents, contractors, suppliers, successors and assigns, a non-exclusive, temporary construction easement ("**Temporary Construction Easement**") on, over, upon and through the Temporary Construction Easement Area for the purpose performing any work required or permitted to be performed in connection with the construction, maintenance and operation of the Temporary Water Facilities within the Temporary Treatment Plant Easement Area.

4. Terms and Conditions. The Temporary Treatment Plant Easement Area and Temporary Construction Easement Area shall be collectively rereferred to in this Agreement as the "**Temporary Easement Areas**" and are granted subject to the following conditions:

(a) Rexford further grants to the City, for the benefit of City, its employees, agents, and contractors, the non-exclusive, reasonable right of vehicular and pedestrian access, to and from the Temporary Treatment Plant Easement Area and egress from the existing East Rosslynn Avenue cul-de-sac and public right of way adjacent to the Property, for the purpose of exercising the City's rights under this Agreement. Such access shall include the use of vehicles and equipment and shall be available at all reasonable times. Rexford shall not unreasonably interfere with or obstruct the City's access to the Temporary Easement Areas, provided that (i) City's access shall not unreasonably interfere with any occupant of, or business operations at, the Property, and (ii) Rexford shall have the right to reasonably designate and alter the areas for access from time to time.

(b) Notwithstanding any provision to the contrary, the City shall have the right to access the Temporary Easement Areas at reasonable times, except in the event of an emergency,

or to address a condition that threatens public health or safety, the City shall have the right to access the Temporary Easement Areas at any time.

(c) The City agrees to use, keep and maintain the Temporary Easement Areas in a good, clean, and safe condition, and only in a manner consistent with the terms and conditions set forth in this Agreement. The City shall, at its sole cost and expense, comply with all federal, state, local and municipal laws, statutes, regulations, and ordinances and all matters of record (“**Applicable Laws**”) as such Applicable Laws are hereafter amended, replaced, supplemented or superseded.

(d) The City shall not cause or permit any Hazardous Materials (defined below) to be brought on, disposed of, generated, released, stored, transported, treated, used, or otherwise handled at, on, in, around, under, or about the Temporary Easement Areas or the Property now or at any future time and, to the extent not prohibited by Applicable Laws, City will indemnify, defend, hold harmless and save REXFORD and all REXFORD Indemnified Parties (as defined below) from any and all Claims (as defined below) arising by, through or under City, its agents, employees, contractors, servants and invitees arising out of or in any way connected with (i) injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup, with respect to the existence of Hazardous Materials in, on, under or about the Temporary Easement Areas, (ii) any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement, at or from the Temporary Easement Areas, or (iii) from City’s failure to provide all information, make all submissions, and take all steps required by all applicable governmental authorities in connection with its use of the easements granted herein. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling by the City, within the Temporary Easement Areas, of Hazardous Materials customarily used in water production and/or treatment activity as necessary to extract Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) from the groundwater; provided that (a) such substances shall be used and maintained only in such quantities as are reasonably necessary for City’s use of the Temporary Easement Areas, strictly in accordance with Applicable Laws, consistent with best practices and the recommendations of any manufacturers of such materials, and (b) such substances shall not be disposed of, released or discharged in, on, under or about the Property, and shall be transported to and from the Property in compliance with all Applicable Laws, best practices and the recommendations of any manufacturers of such materials. The City shall use or store all Hazardous Materials in a safe and secure manner in compliance with all Applicable Laws and shall confine such Hazardous Materials to the Temporary Treatment Plant Easement Area. The term “**Hazardous Materials**”, when used herein, shall include, but shall not be limited to, any substances, materials or wastes to the extent quantities thereof are regulated by the City of Fullerton or any other local governmental authority, the State of California, or the United States of America because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including asbestos and including any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended, 49 C.F.R. 172.101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. subsections 9601 *et seq.*, or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. subsections 6901 *et seq.*, or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect. City shall not cause or permit any

Hazardous Materials to be spilled or released in, on, under, or about the Temporary Easement Areas (including through the plumbing or sanitary sewer system) and shall promptly, at City's expense, comply with all Applicable Laws and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Temporary Easement Areas or neighboring properties, that was caused or materially contributed to by City, or pertaining to or involving any Hazardous Materials brought onto the Temporary Easement Areas or Property during the term of this Agreement, by, through or for City or City's employees, agents, contractors, suppliers, invitees, guests, successors and/or assigns. City's obligations and liabilities under this Section shall survive the expiration of the term of this Agreement or any termination hereof.

(e) The City shall not cause or permit any stormwater from the Temporary Treatment Plant Easement Area to be discharged outside of the Temporary Treatment Plant Easement Area except through a dedicated discharge structure directly into the public storm drain system, in compliance with Applicable Laws. REXFORD will deliver the Temporary Easement Areas to City in their "As IS" condition, without any agreements, representations, understandings or obligations on the part of REXFORD to perform any alterations, remodeling, repairs or improvements to the Temporary Easement Areas, and the City's use of the Temporary Easement Areas shall be entirely at the City's own risk. Prior to the Effective Date, the City agrees to present its Temporary Easement Areas stormwater drainage plans ("**City's Plans**") to REXFORD for review and approval. The City's Plans shall comply with all Applicable Laws. REXFORD's review and approval of the City's Plans shall not be unreasonably withheld, conditioned, or delayed. REXFORD's approval of City's Plans shall not be a representation or warranty that the City's Plans conform with Applicable Laws, and City shall be solely responsible for ensuring such determination.

5. Term. This Agreement and the easements granted herein will commence on the date that is fifteen (15) calendar days following the date REXFORD receives written notice ("**Commencement Notice**") from the City of City's intent to commence its use of the Temporary Easement Areas (the "**Commencement Date**"), and shall terminate on the earlier of (a) the date upon which City notifies REXFORD that it no longer needs the Temporary Easement Areas, or (b) sixty (60) months from the Commencement Date ("**Termination Date**"). Notwithstanding anything to the contrary herein, the Commencement Notice must be delivered, if at all, to REXFORD on or before December 31, 2026. In the event the Commencement Notice is not received by REXFORD on or before December 31, 2026, this Agreement shall be deemed terminated without further action by either Party.

6. Compensation. In consideration of the easements and the rights granted in this Agreement, the City shall pay to REXFORD, or its designee, the following amounts: (a) within thirty (30) days following the Effective Date, a lump sum payment of \$40,000.00, (b) during months thirteen (13) through twenty-four (24) following the Commencement Date, a monthly rate of \$3,335.00, and (c) during months twenty-five (25) through sixty (60) following the Commencement Date, a monthly rate of \$3,500.00. City's obligation to compensate REXFORD under this Section 6 for any period after the Termination Date shall cease once the Termination Date as defined in Section 5 of this Agreement has been reached.

7. No Liens. Nothing contained in this Agreement shall authorize or empower City to do any act which shall in any way encumber REXFORD's title to the Property, nor in any way subject REXFORD's title to any claims by way of lien or encumbrance whether claimed by operation of law or by virtue of any expressed or implied contract of City. The foregoing notwithstanding, City will keep the Temporary Easement Areas and REXFORD's Property free of any liens, including without limitation, liens by contractors, subcontractors, or suppliers, engineers, architects, surveyors, or others that may have lien rights for work arising out of City's use of the Temporary Easement Areas in connection with the construction of the City's improvements in the Temporary Easement Areas. If any such lien is filed on the Temporary Easement Areas or any portion of REXFORD's Property in connection with City's use of the Temporary Easement Areas for the Project, City will, at its sole cost and expense, have the lien released and discharged of record in a manner satisfactory to REXFORD within 20 calendar days of receiving notice of the lien. If City fails to remove the lien within such 20-day period, REXFORD will have the right, but shall not be obligated, to remove or bond over the lien, and City upon demand, will reimburse REXFORD for all reasonable costs and expenses, including without limitation reasonable attorneys' fees incurred by REXFORD in connection with such removal or bond.

8. City's Obligation at End of Term. City agrees that as of the Termination Date, City will leave the Temporary Easement Areas in substantially the same condition in which said Temporary Easement Areas existed at the Commencement Date, including removal of any equipment or materials stored on the Temporary Easement Areas in connection with the City's use of the Temporary Easement Areas. Further, upon the expiration of the term of the Temporary Easement Areas, City agrees to take such actions as reasonably necessary to evidence and give effect to the extinguishment of the Temporary Easement Areas and the relinquishment of City's rights and interests in the Temporary Easement Areas pursuant to this Agreement, including, without limitation, the recording by City of such termination or extinguishment in the form and substance that is reasonably acceptable to REXFORD and sufficient to remove this Agreement and grant as an encumbrance against title to REXFORD's Property.

9. Insurance. The City shall, at its sole cost and expense, obtain and maintain at all times during the term of this Agreement with self-insurance and excess coverage provided through the Independent Cities Risk Management Authority (ICRMA): (a) a worker's compensation insurance as required by Applicable Laws and employer's liability, (b) a policy of commercial general public liability insurance, with a broad form contractual liability endorsement covering City's indemnification obligations hereunder, and with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage, coinsuring REXFORD as an additional insured (certificates of which shall be given to REXFORD prior to the Effective Date of this Agreement), all of which insurance shall be written on an "occurrence form" and shall be primary and noncontributing with any insurance carried by City, and (c) business automobile liability insurance (and, if necessary, commercial excess liability insurance) having a combined single limit of not less than \$2,000,000 per accident insuring City against liability arising out of the ownership maintenance or use of any owned, hired or non-owned automobiles containing cross liability and severability of interest clauses. City shall provide REXFORD with written evidence of the foregoing insurance (in form and substance reasonably acceptable to REXFORD) prior to the Effective Date or any entry on to the Property by City, its employees, agents, consultants and contractors. City shall provide not less than five (5) business days' advance written notice to

REXFORD of any expiration or cancellation of any such insurance coverage. All commercial general liability policies shall name City as a named insured and REXFORD, its property manager, other affiliates of REXFORD, or such REXFORD designated parties (including, without limitation, any tenant of the Property), as the interest of such designees shall appear, as additional insureds. City may provide any of the aforementioned coverages through blanket policies of insurance, provided that such policy provides substantially the same protection as would a separate policy insuring only the Property in compliance with the provisions of this Section. City may also satisfy any component of its insurance obligations hereunder by providing evidence that City's contractors or other vendors entering onto REXFORD's Property carry such coverage.

10. Waiver of Claims and Indemnity.

(a) To the extent not prohibited by Applicable Laws, REXFORD and the REXFORD Indemnified Parties shall not be liable for, and City hereby waives for itself and on behalf of any parties claiming by, through or under City, any direct or consequential damage, either to person or property sustained by City, its employees, agents, contractors, suppliers, invitees or guests due to the Property, or any part of the Property, or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Property, or due to any act or neglect of any tenant or occupant of the Property or of any other person. All of City's materials and equipment at the Property shall be at the risk of City only and, to the extent not prohibited by Applicable Laws, REXFORD shall not be liable for any loss or damage thereto or theft thereof. REXFORD shall not be liable or responsible to City for (i) any loss or damage to any property or person occasioned by theft, fire, acts of God, terrorism, public enemy, riot, strike, insurrection, war, (ii) any acts or omissions of any tenant, licensee, occupant or invitee of the Property, (iii) any nuisance or interference caused or created by any tenant or occupant of the Property, (iv) requisition or order of governmental body or authority, court order or injunction or any cause beyond REXFORD's control, or (v) except in the case of the gross negligence or willful misconduct of REXFORD, any damage or inconvenience which may arise from City's use of the easements granted herein.

(b) Without limitation of Section 10(a) above, the City shall indemnify, defend (with counsel reasonably acceptable to REXFORD), and hold harmless REXFORD, REXFORD's employees, contractors, officers, directors, partners, members, managers, parent or affiliated companies, subsidiaries, agents, tenant(s), successors, and assigns (collectively the "**REXFORD Indemnified Parties**") from and against any and all claims, demands, suits, judgments, actions, causes of action, damages, losses, liens, fines, penalties, liabilities, costs and expenses of whatever nature (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "**Claims**") to the extent caused by, arising out of or related to (i) the breach by City of the terms of this Agreement, (ii) the negligence or willful misconduct of City or City's employees, contractors, suppliers, invitees, guests, officers, directors, members, managers, parent or affiliated companies, subsidiaries, agents, successors and assigns, (iii) the use of the easements granted herein, by the City or the City's employees, contractors, suppliers, invitees, guests, officers, directors, members, managers, parent or affiliated companies, subsidiaries, agents, successors and assigns, and/or (iv) any Claims arising from or caused by the use, transportation, storage, treatment, presence, or release of any Hazardous Materials into the air, soil, soil vapor, groundwater, and/or surface water at, on, around, in, or under the Temporary Easement Areas or the Property, except to the extent arising from the gross negligence or willful misconduct of the

REXFORD Indemnified Parties. The City shall not be liable for any contamination or release of Hazardous Materials that occurred prior to the Commencement Date that is not exacerbated by City's activities at the Property.

11. Covenants Running with the Land. The City's and REXFORD's respective rights and obligations hereunder shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law. The respective rights and obligations of the Parties are a burden upon the Temporary Easement Areas for the benefit of the City and shall be binding upon REXFORD and each successive owner of all or a portion of the Temporary Easement Areas during its ownership of such property. If REXFORD conveys, transfers or grants any right, title or interest in the Temporary Easement Areas or any portion thereof to any third party, the instrument conveying such right, title or interest shall be subject to the covenants described in this Agreement during the term hereof, and all successors to all or any portion of the Water Well Easement Area will be bound by such covenants during the term hereof.

12. Default. In the event that any Party defaults or fails to perform an obligation that such Party is required to perform under this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may, at its option (but without obligation to do so), and after ten (10) days' written notice to the other Party (except in the case of an emergency notice shall be given as soon as reasonably possible), perform the defaulting Party's obligation on the defaulting Party's behalf. The reasonable costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If any legal action or other proceeding is brought by a Party for the enforcement of this Agreement, or because of a default in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which such prevailing Party may be entitled.

13. Notices. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (a) personally delivered, (b) sent by United States registered or certified mail, postage prepaid, return-receipt requested, (c) sent by facsimile transmission with confirmation of receipt, or (d) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To REXFORD: REXFORD INDUSTRIAL – 1901 ROSSLYNN, LLLP
c/o Rexford Industrial Realty, L.P.
11620 Wilshire Boulevard, Suite 1000
Los Angeles, CA 90025
Attention: Jeffrey Yang, SVP, Legal & Associate General Counsel

To City: CITY OF FULLERTON
Public Works/Engineering
303 W. Commonwealth
Fullerton, CA 92832
Attn: Todd Le, Principal Water Engineer

14. Mortgage Protection. No provision of this Agreement shall in any way defeat or render invalid the lien of any duly recorded deed of trust or other security instrument (“**Deed of Trust**”) entered into in good faith and for valuable consideration, whether presently in existence or hereafter executed upon any part of the Property; provided, however, that if any portion of the Property is purchased in connection with a foreclosure of such Deed of Trust or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing the Property and its successors and assigns shall hold any and all real property so purchased or acquired subject to the provisions of this Agreement.

15. Miscellaneous Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior negotiations and discussions between them regarding such subject matter.

(b) Construction; Choice of Law. This Agreement shall be construed as a whole and in accordance with its fair meaning, without regard to any presumption or rule of construction based on which party drafted the provisions hereof. The parties acknowledge that each has had a full and fair opportunity to review this Agreement and to have it reviewed by their own counsel.

(c) Modifications. This Agreement may be canceled, terminated, modified or amended only pursuant to a written document executed by the Parties, and recorded in the Official Records of Orange County, California.

(d) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.

(e) Permits. City shall be responsible for securing and maintaining all necessary permits and approvals from other appropriate local, state and federal agencies for its use of the Temporary Easement Areas.

(f) Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms

and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Orange.

(g) Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

[END OF TEXT; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the year and day set forth above.

**REXFORD INDUSTRIAL – 1901 ROSSLYNN, LLLP,
a Delaware limited liability limited partnership**

By: Rexford Industrial – General Partner, LLC,
a Delaware limited liability company
Its General Partner

By: Rexford Industrial Realty, L.P.,
a Maryland limited partnership
Its Managing Member

By: Rexford Industrial Realty, Inc.,
a Maryland corporation
Its General Partner

By: John Nahas
Name: John Nahas
Title: Chief operating officer

CITY OF FULLERTON:

By: _____

Name: _____

Title: _____

ATTEST:

Lucinda Williams, City Clerk

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF 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.

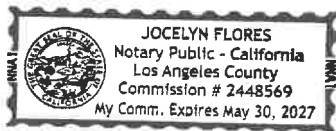
STATE OF CALIFORNIA)
) ss.

COUNTY OF Los Angeles)

On June 09, 2026, before me, Jocelyn Flores, Notary Public, personally appeared John Nahas, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.





Signature of Notary Public

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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)
) ss.

COUNTY OF _____)

On _____, 2026, 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.

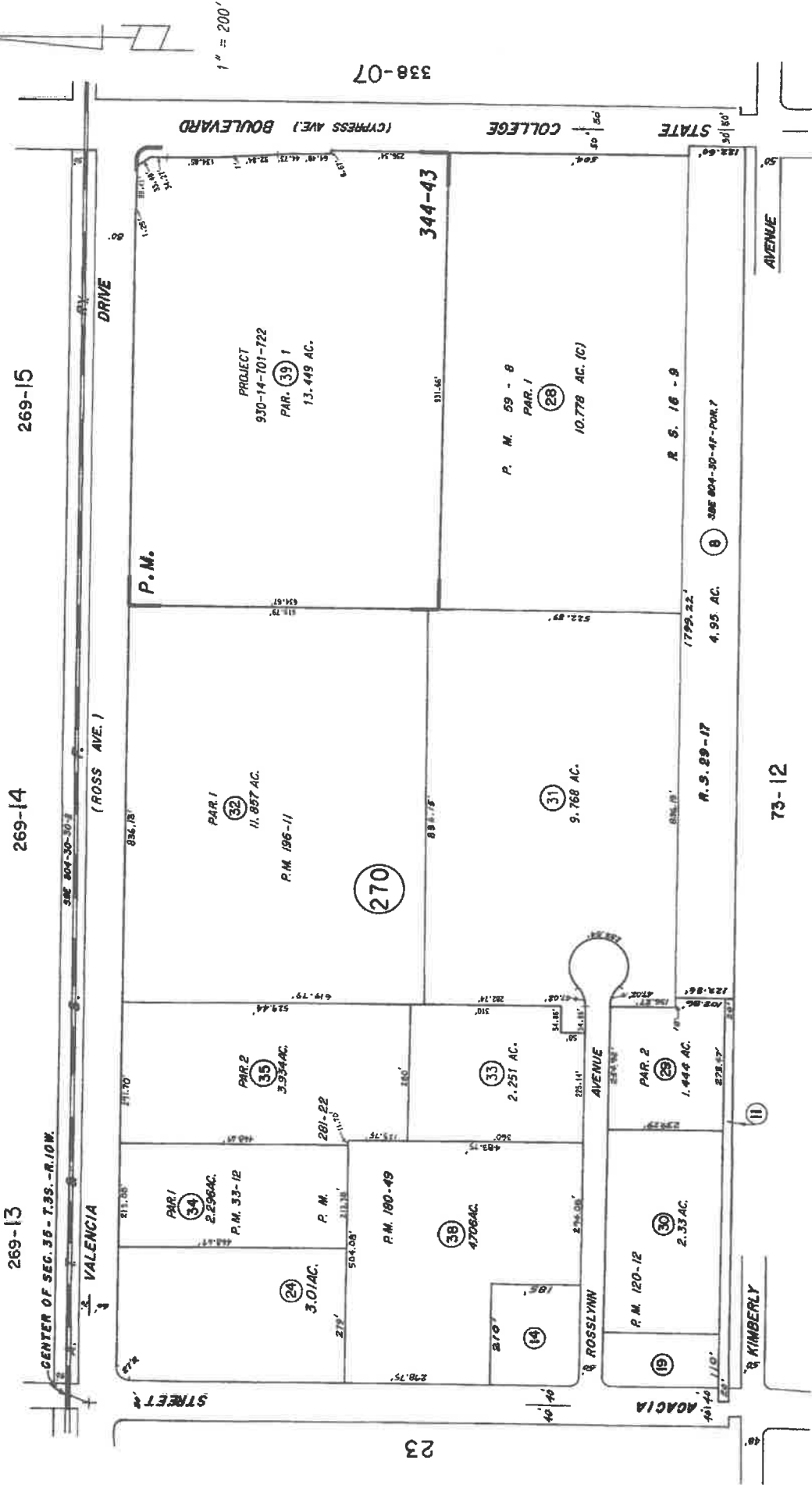
Signature of Notary Public

ATTACHMENT 1
Assessor's Parcel Map of the Property
[SEE ATTACHED]

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2020

N 1/2. SE 1/4. SEC. 35, T 3 S. R 10 W

033-27



MARCH 1949

PARCEL MAP P.M. 59-8, 120-12, 180-49
PARCEL MAP P.M. 196-11, 281-22, 344-43

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES
ASSESSOR'S MAP BOOK 033 PAGE 27
COUNTY OF ORANGE

ATTACHMENT 2

Legal Description and Plat for Temporary Treatment Plant Easement Area

[SEE ATTACHED]

EXHIBIT "A"

SHEET 1 OF 1

LEGAL DESCRIPTION FOR TEMPORARY EASEMENT

IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 93-205, FILED IN BOOK 281 AT PAGES 22-25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL 3, THENCE ALONG ALONG THE EASTERLY LINE OF SAID PARCEL 3 SOUTH $00^{\circ}45'20''$ EAST A DISTANCE OF 27.26 FEET TO A LINE PARALLEL WITH AND 27.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID PARCEL 3, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 84-452, FILED IN BOOK 196 AT PAGES 11 AND 12, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL LINE SOUTH $89^{\circ}30'20''$ WEST A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $00^{\circ}45'20''$ WEST A DISTANCE OF 22.00 FEET TO A LINE PARALLEL WITH AND 5.26 FEET, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH $89^{\circ}30'20''$ WEST A DISTANCE OF 25.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH $00^{\circ}45'20''$ EAST A DISTANCE OF 75.00 FEET TO A LINE PARALLEL WITH AND 80.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $89^{\circ}30'20''$ EAST 25.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $00^{\circ}45'20''$ WEST A DISTANCE OF 11.00 FEET TO A LINE PARALLEL WITH AND 69.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH $89^{\circ}30'20''$ EAST A DISTANCE OF 5.00 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE NORTH $00^{\circ}45'20''$ WEST A DISTANCE OF 42.00 FEET TO THE **TRUE POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2,085 SQUARE FEET (0.048 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


KEITH M. KLAGGE, P.L.S. 9534(CA)
THIS DOCUMENT IS PRELIMINARY UNLESS SIGNED

08/28/2025
DATE

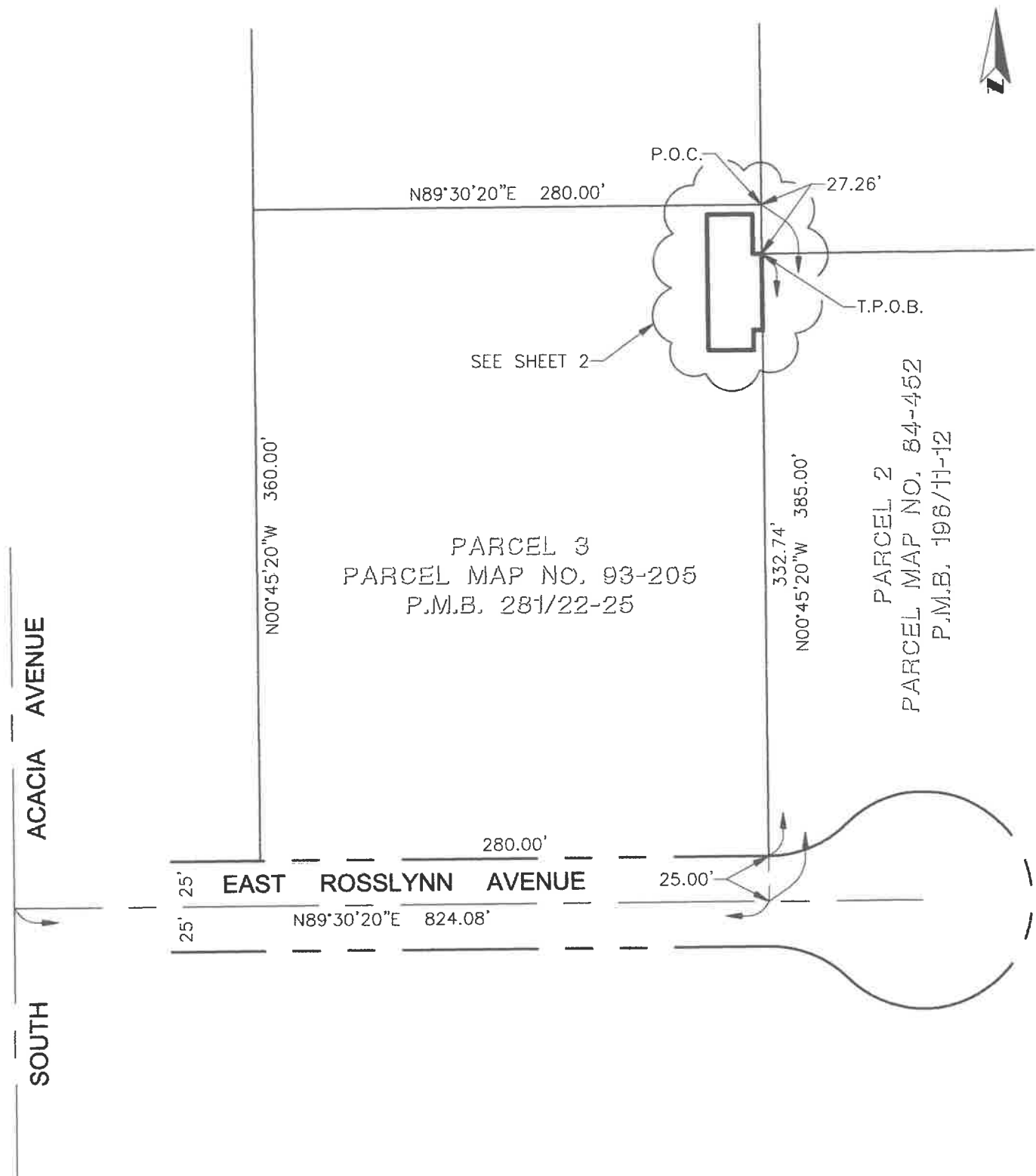


0 40 80
SCALE: 1"=80'

EXHIBIT "B"

SHEET 1 OF X

PLAT TO ACCOMPANY LEGAL DESCRIPTION



0 10 20

SCALE: 1"=20'

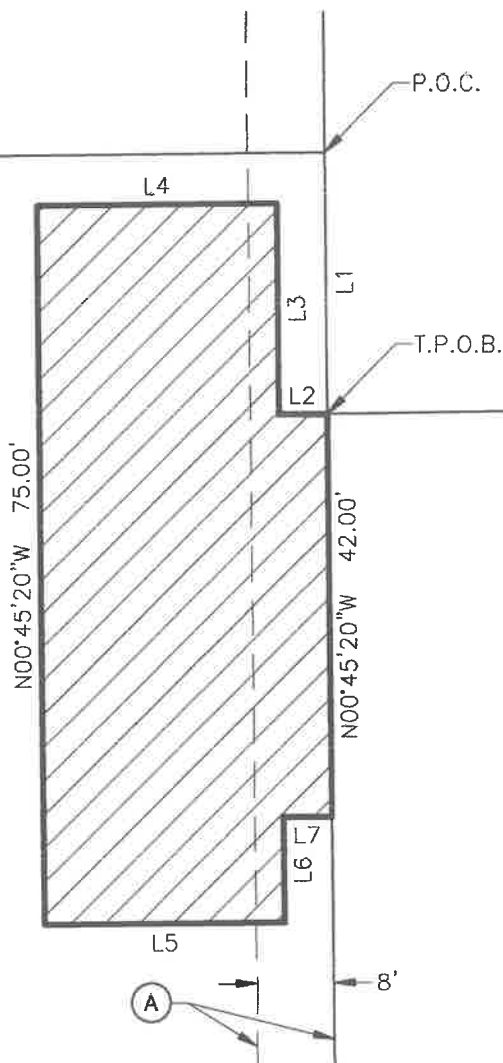
EXHIBIT "B"

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION**LINE TABLE**

#	BEARING	DISTANCE
L1	S00°45'20"E	27.26'
L2	S89°20'30"W	5.00'
L3	N00°45'20"W	22.00'
L4	S89°20'30"W	25.00'
L5	N89°20'30"E	25.00'
L6	N00°45'20"W	11.00'
L7	N89°20'30"E	5.00'

PARCEL 3
PARCEL MAP NO. 93-205
P.M.B. 281/22-25



PARCEL 2
PARCEL MAP NO. 84-452
P.M.B. 196/11-12

LEGEND

AREA OF DESCRIPTION - 2,085 S.F.± (0.048 ACRES)



CENTERLINE



RIGHT OF WAY



LOT LINE



EXISTING EASEMENT

P.O.C.

T.P.O.B.

P.M.B.

POINT OF COMMENCEMENT

TRUE POINT OF BEGINNING

PARCEL MAP BOOK

EXISTING EASEMENTS

(A)

EASEMENT FOR DITCH AND INCIDENTAL PURPOSES IN FAVOR OF KARL FOSSET
RECORDED ON FEBRUARY 4, 1891 IN BOOK 13, PAGE 147 OF DEEDS.

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ATTACHMENT 3

Legal Description and Plat for Temporary Construction Easement

[SEE ATTACHED]

EXHIBIT "A"

SHEET 1 OF 1

LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 3 OF PARCEL MAP NO. 93-205, FILED IN BOOK 281 AT PAGES 22-25, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3, THENCE ALONG ALONG THE NORTHERLY LINE OF SAID PARCEL 3 SOUTH 89°30'20" WEST A DISTANCE OF 69.00 FEET TO A LINE PARALLEL WITH AND 69.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE EASTERLY LINE OF SAID PARCEL 3;

THENCE ALONG SAID PARALLEL LINE SOUTH 00°45'20" EAST A DISTANCE OF 155.00 FEET TO A LINE PARALLEL WITH AND 155.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 89°30'20" EAST A DISTANCE OF 69.00 FEET TO SAID EASTERLY LINE;

THE ALONG SAID EASTERLY LINE NORTH 00°45'20" WEST A DISTANCE OF 85.74 FEET TO A LINE PARALLEL WITH AND 69.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 89°30'20" WEST A DISTANCE OF 5.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 00°45'20" EAST A DISTANCE OF 11.00 FEET TO A LINE PARALLEL WITH AND 80.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLE, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 89°30'20" WEST 25.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 00°45'20" WEST A DISTANCE OF 75.00 FEET TO A LINE PARALLEL WITH AND 5.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 89°30'20" EAST A DISTANCE OF 25.00 FEET TO A LINE PARALLEL WITH AND 5.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE SOUTH 00°45'20" EAST A DISTANCE OF 22.00 FEET TO A LINE PARALLEL WITH AND 27.26 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID LAST MENTIONED PARALLEL LINE NORTH 89°30'20" EAST A DISTANCE OF 5.00 FEET TO SAID EASTERLY LINE, SAID POINT ALSO BEING THE NORTHWESTERLY CORNER OF PARCEL 2 OF PARCEL MAP NO. 84-452, FILED IN BOOK 196 AT PAGES 11 AND 12, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG SAID EASTERLY LINE NORTH 00°45'20" WEST A DISTANCE OF 27.26 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8,610 SQUARE FEET (0.198 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS' ACT.


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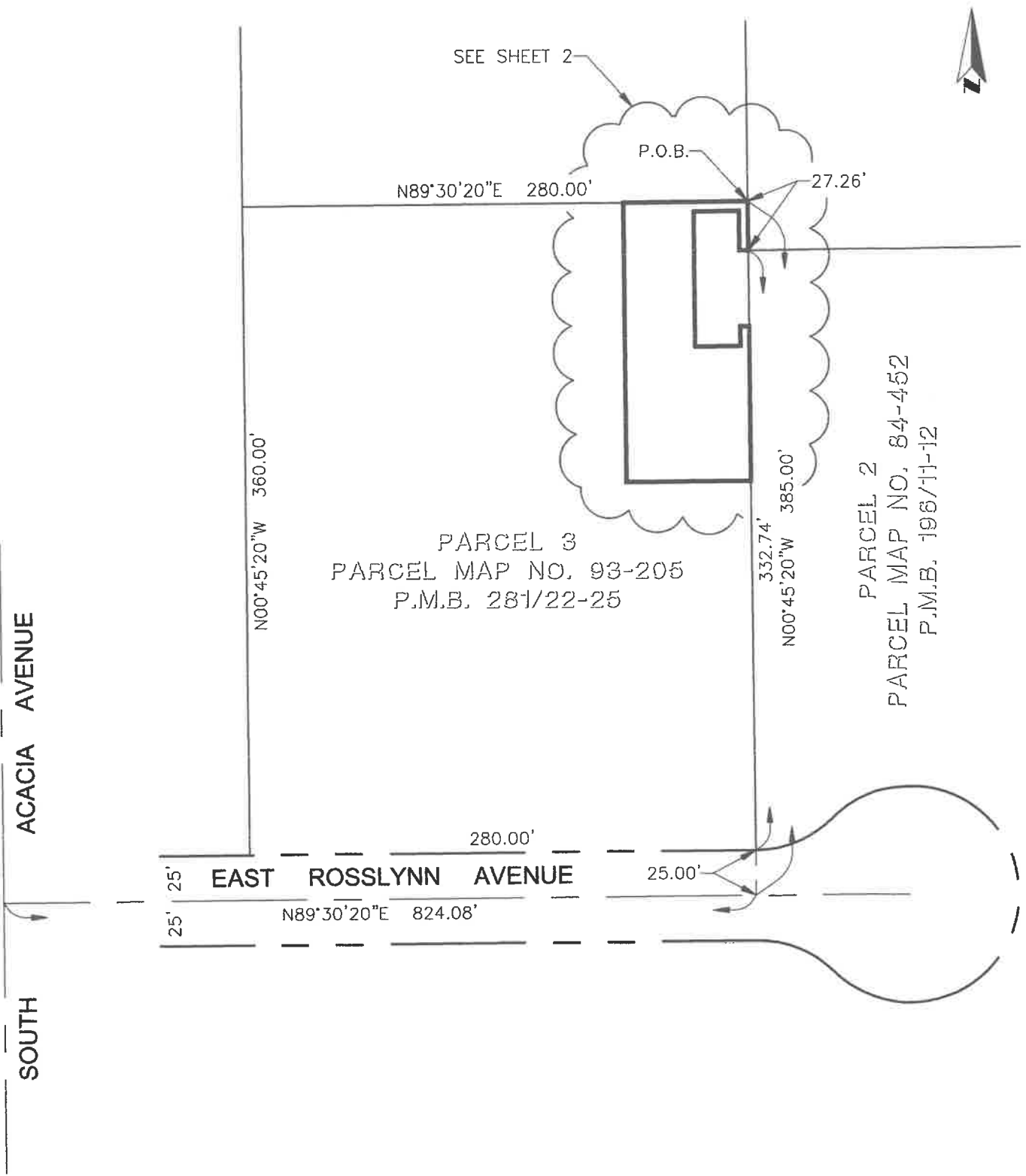


0 40 80
SCALE: 1"=80'

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 2



0 20 40
SCALE: 1"=40'

EXHIBIT "B"

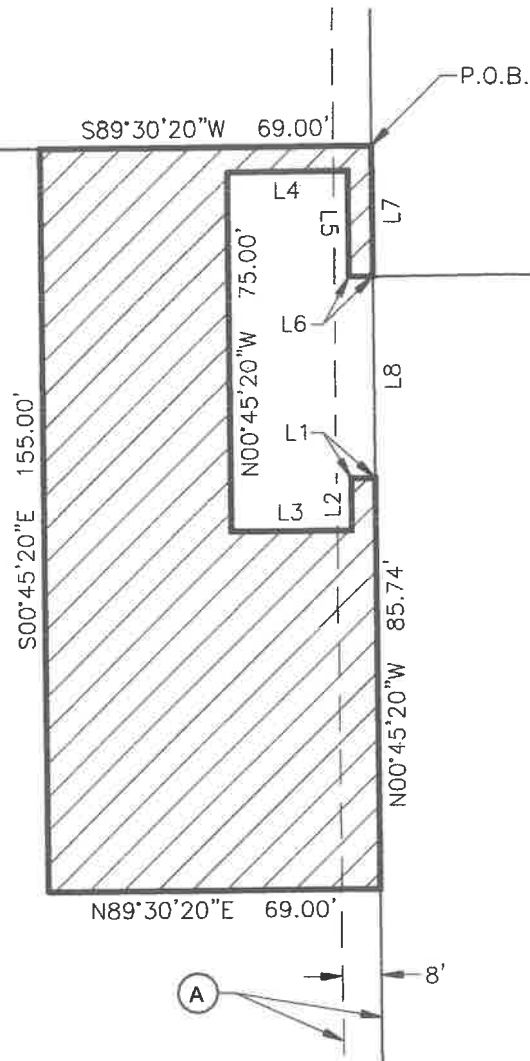
PLAT TO ACCOMPANY LEGAL DESCRIPTION

SHEET 2 OF 2

LINE TABLE

#	BEARING	DISTANCE
L1	S89°20'30"W	5.00'
L2	S00°45'20"E	11.00'
L3	S89°20'30"W	25.00'
L4	N89°20'30"E	25.00'
L5	S00°45'20"E	22.00'
L6	N89°20'30"E	5.00'
L7	N00°45'20"W	27.26'
L8	N00°45'20"W	42.00'

PARCEL 3
PARCEL MAP NO. 93-205
P.M.B. 281/22-25



PARCEL 2
PARCEL MAP NO. 84-452
P.M.B. 196/11-12

LEGEND



AREA OF DESCRIPTION - 8,610 S.F.± (0.198 ACRES)

CENTERLINE

RIGHT OF WAY

LOT LINE

EXISTING EASEMENT

P.O.B.

P.M.B.

POINT OF BEGINNING

PARCEL MAP BOOK

EXISTING EASEMENTS

(A)

EASEMENT FOR DITCH AND INCIDENTAL PURPOSES IN FAVOR OF KARL FOSSET
RECORDED ON FEBRUARY 4, 1891 IN BOOK 13, PAGE 147 OF DEEDS.

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