RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Orange County Sanitation District Attn. Kelly Lore, Clerk of the Board Post Office Box 8127 Fountain Valley, CA 92728-8127

Space Above This Line For Recorder's Use Only

ENCROACHMENT AGREEMENT

Date: _____, 2022

Name of Property Owner(s) ("Owner"): Lakeshore Land Owner PT LLC, a Delaware limited liability company

Name of Landlord ("Landlord"): Lakeshore Land Lessee PT LLC, a Delaware limited liability company

Name of Tenant ("Tenant"): LTF Lease Company, LLC, a Delaware limited liability company

References herein to "Tenant's lease" mean that certain lease between Landlord and Tenant which is evidenced by that certain Memorandum of Lease dated July 14, 2021, recorded on July 16, 2021, in the Official Records of Orange County, California as Instrument No. 2021000458506.

Assessor's Parcel Number of Property: 445-081-39 Assessor's Parcel Number of Affected Property: 445-081-44

Street Address of Property: 18007 Von Karman Ave., Irvine, CA Street Address of Property: 18191 Von Karman Ave., Irvine, CA

Legal Description of Property ("Property"):

PARCEL 2 OF PARCEL MAP NO. 98-220, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 328, PAGES 1 TO 5, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Legal Description of Affected Property ("Affected Property"):

PARCEL A AS SHOWN ON THAT CERTAIN LOT LINE ADJUSTMENT 659670-LL, AS EVIDENCED BY DOCUMENT RECORDED SEPTEMBER 30, 2016 AS INSTRUMENT NO. 2016000476535 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE REMAINDER PARCEL AS SHOWN ON PARCEL MAP NO. 98-220, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN BOOK 328, PAGES 1 THROUGH 5, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION OF SAID REMAINDER, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND DISTANCE OF "N 60° 43' 46" W 61.75'" IN THE SOUTHWESTERLY LINE OF PARCEL 6 AS SHOWN ON PARCEL MAP NO. 89-274 AS SHOWN ON A MAP FILED IN BOOK 267, PAGES 18 THROUGH 26, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY **RECORDER; THENCE ALONG SAID SOUTHWESTERLY LINE AND THE** SOUTHWESTERLY, NORTHWESTERLY, NORTHEASTERLY AND SOUTHEASTERLY LINE OF PARCEL 5 OF SAID PARCEL MAP NO. 89-274 THE FOLLOWING 5 COURSES; NORTH 60° 43' 46" WEST, 61.75 FEET; THENCE NORTH 60° 43' 46" WEST 308.00 FEET; THENCE NORTH 29° 16' 19" EAST 300.74 FEET; THENCE SOUTH 60° 43' 41" EAST 313.25 FEET; THENCE SOUTH 29° 16' 19" WEST 8.42 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHEASTERLY LINE SOUTH 60° 54' 13" EAST 232.36 FEET; THENCE SOUTH 19° 05' 47" WEST 297.71 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID REMAINDER PARCEL; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 60° 43' 46" WEST 66.46 FEET TO THE MOST SOUTHERLY CORNER **OF SAID PARCEL 6; THENCE ALONG THE SOUTHEASTERLY AND** NORTHEASTERLY LINE OF SAID PARCEL 6 THE FOLLOWING 6 COURSES; **THENCE NORTH 29° 16' 19" EAST 17.48 FEET; THENCE SOUTH 60° 43' 41" EAST 18.00 FEET;** THENCE NORTH 29° 16' 19" EAST 162.00 FEET; THENCE NORTH 60° 43' 41" WEST 18.00 FEET; **THENCE NORTH 29° 16' 19" EAST 18.00 FEET:** THENCE NORTH 60° 43' 41" WEST 218.50 FEET TO THE NORTHERLY CORNER OF SAID PARCEL 6; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 5 NORTH 29° 16' 19" EAST 94.83 FEET TO THE POINT OF **BEGINNING.**

Description of Encroachment ("Encroachment"): Installation and operation of a grease interceptor, including, but not limited to, all necessary equipment for such grease interceptor at and below the surface, a manhole(s) on the surface to provide below-grade access to the grease interceptor, and any associated piping within the Affected Property of the Sewer Line Easement (collectively, the "Grease Interceptor Improvements"). Location of Encroachment within Affected Property: See attached Exhibit "A"

Form of Liability Insurance required: Provide a Certificate of Insurance indicating an active Commercial General Liability policy in effect, naming "Orange County Sanitation District" as an Additional Insured. During the term of Tenant's lease, Tenant shall provide OC San with such certificate; provided, however, after the expiration of Tenant's term or the earlier termination of Tenant's lease, absent the removal of the Grease Interceptor Improvements, either Landlord or Owner shall provide such certificate.

Minimum Limits of Liability Insurance required: A minimum of not less than \$1,000,000 bodily injury and property damage must be maintained at all times, and which may be satisfied via a self-insurance retention program.

- 1. <u>Agreement Terms and Conditions</u>. The Affected Property is subject to an existing easement in favor of Orange County Sanitation District ("OC San") for, among other purposes, the operation and maintenance of OC San's sewer line (the "Sewer Line Easement"), a copy of which is attached herein as <u>Exhibit "B"</u>). The Affected Property is located within the easement boundaries set forth in the Sewer Line Easement and the Encroachment is located within the boundaries of the Affected Property. OC San requires permanent and immediate access to the Affected Property to perform routine and emergency maintenance and repairs to OC San's improvements within the Sewer Line Easement. OC San is willing to allow the Encroachment to remain in the Affected Property and for Tenant, Landlord and Owner (as applicable) to have access to the Affected Property, subject to the terms and conditions of this Agreement.
- 2. <u>Notice and Access for Encroachment Removal</u>. During the term of Tenant's lease, Tenant agrees the proposed Encroachment shall be removed and replaced at Tenant's expense if the sewer is re-constructed or needs to be excavated; provided, however, if such is to occur after the term of Tenant's lease has expired or Tenant's lease has been terminated, then Landlord agrees that the proposed Encroachment shall be removed and, if elected by Landlord, replaced at Landlord's expense. In the event of a planned or required removal or reconstruction of the Encroachment by OC San, OC San shall provide both of Tenant and Landlord with one hundred and twenty (120) days advance written notice for Tenant or Landlord (as applicable) to accommodate removal and/or relocation of the Encroachment.
- 3. <u>Encroachment Maintenance</u>. The Encroachment shall remain either the property of Tenant or Landlord pursuant to the terms of Tenant's lease, and upon the expiration of the term of Tenant's lease or earlier termination of Tenant's lease, the Encroachment shall remain the property of Landlord, and OC San shall have no obligation to monitor the use of, or to maintain, the Encroachment. Owner specifically acknowledges that the rights granted to Owner, Landlord and Tenant under this Agreement impose a duty on Tenant and Landlord (as applicable) to OC San to maintain the Encroachment and a duty on Landlord to maintain the Affected

Property in the following condition. Tenant, therefore, during the term of Tenant's lease, and Landlord, after the expiration of the term of Tenant's lease or earlier termination of Tenant's lease, agrees to keep and maintain the Encroachment in good order and repair at Tenant's or Landlord's (as applicable) sole cost and expense (the "**Encroachment Maintenance Obligation**"). Landlord agrees to keep and maintain the Affected Property in good order and repair at no cost or expense to OC San (the "**Affected Property Maintenance Obligation**"). The Encroachment Maintenance Obligation and the Affected Property Maintenance Obligation shall each be exercised and performed without regard to whether OC San has notified Tenant or Landlord (as applicable) of the need for such repairs or maintenance. If Landlord fails to comply with its Affected Property Maintenance Obligation after thirty (30) days' written notice from OC San to do so, OC San may, but is not obliged to, enter the Affected Property to conduct reasonable surface maintenance of the Affected Property, and may charge Landlord for the reasonable cost of such work.

- 4. [Reserved.]
- 5. <u>No Expansion of Encroachment</u>. Owner, Tenant and Landlord shall not expand, intensify, or in any way increase the Encroachment without first securing a new or amended encroachment permit, an amendment to this Agreement, or a new encroachment agreement from OC San. Owner, Tenant and Landlord shall not add, install, or construct any new or additional encroachments into both the Sewer Line Easement and the Affected Property, without first obtaining an encroachment permit or an encroachment agreement from OC San. OC San shall not unreasonably withhold, condition, or delay any permit, amendment or agreement as may be requested under this Paragraph 5.
- Termination by OC San; Emergency Access. The rights granted under this 6. Agreement may be terminated by OC San at any time for any or no reason by giving at least one hundred and twenty (120) days' prior written notice, which specifies the termination date, to Owner, Tenant and Landlord at each respective address set forth in Paragraph 11. If OC San determines that the Encroachment is an immediate risk to the public health or safety, or that the Encroachment interferes with a need by OC San for emergency access which is required to maintain or repair OC San's facilities within the Affected Property, OC San shall have the right to enter the Affected Property for the purpose of curing such emergency. As soon as reasonably practicable, but no later than five (5) business days thereafter, OC San shall provide Owner, Tenant and Landlord with written notice of emergency access. Nothing in this Paragraph 6 shall be construed as limiting the ability of OC San to maintain, operate, alter, repair, renew, replace, reconstruct, or inspect (collectively, the "Repairs") the Sewer Line in the Affected Property, as provided in the Sewer Line Easement and Paragraph 7 of this Agreement. Notwithstanding anything in this Paragraph 6 to the contrary, if OC San requires the termination of this Agreement or the removal of the Encroachment for any reason other than a default by Tenant or Landlord hereunder, OC San shall not unreasonably withhold, condition, or delay any permit or new

agreement with respect to a new replacement location for such Grease Interceptor Improvements.

- 7. OC San's Notice of Access into Affected Property. In the event OC San should be required to enter the Affected Property to exercise its primary rights set forth in the Sewer Line Easement, including but not limited to conducting the Repairs of the Sewer Line, OC San will provide Owner, Tenant and Landlord with five (5) business days advance written notice. Upon OC San's completion of any work as permitted under this Agreement, Landlord shall be responsible, and shall pay all costs, for the restoration of the Affected Property.
- 8. OC San's Right to Remove the Encroachment. In the event Tenant or Landlord (as applicable) refuses or fails to remove the Encroachment as required by this Agreement, then Tenant or Landlord (as applicable) shall reimburse OC San for any reasonable costs OC San may incur in removing the Encroachment, or any reasonable portion thereof if the Encroachment has not been fully installed or constructed, and/or renewing, replacing, or restoring the Affected Property. The rights of OC San under this Paragraph 8 are in addition to the rights OC San may have under Paragraphs 9 and 10 of this Agreement. OC San shall not be responsible for any damages to Owner, Tenant or Landlord resulting from OC San's performance of any work under the provisions of this Paragraph 8, except for the negligence or willful misconduct of OC San or OC San's agents, contractors, employees, and licensees in the exercise of the rights granted herein and/or in the performance of the obligations set forth in the Sewer Line Easement.
- 9. <u>Default</u>. In the event of a default by any party to this Agreement, the non-defaulting party shall have available all remedies at law or equity, excluding punitive and consequential damages, and such remedies shall be cumulative and not exclusive of one another and the exercise of any one or more of said remedies shall not constitute a waiver or election with respect to any other available remedy. It shall be a default under this Agreement only if the party failing to comply with any terms of this Agreement receives a written notice of such event from the non-defaulting party and fails to cure within thirty (30) days after such written notice. In the event of the bringing of any action or suit by a party hereto against any another party hereunder by reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of any other party under this Agreement, then the party in whose favor final judgment shall be entered shall be entitled to have and recover of, and from the other party all costs and expenses of suit, including reasonable attorneys' fees and expert fees.
- 10. <u>Indemnification</u>. Each party (each, the "Indemnifying Party") agrees to and shall indemnify and hold every other party (each, the "Indemnified Party"), its officers, agents, employees, and representatives, harmless from and against any and all loss, damage, liability, claims, suits, costs, and expenses, including reasonable attorneys' fees and expert fees, to the extent arising within the Affected Property and from the Indemnifying Party's or its agents', contractors', employees', and licensees'

negligence or willful misconduct connected with installation, construction, maintenance, use, or operation of the Encroachment or the Affected Property or the exercise of the rights granted herein and/or in the performance of the obligations set forth herein.

11. <u>Notices</u>. All notices required or provided for under this Agreement shall be delivered either in person or in writing by first class overnight mail via U.S. Mail or private courier (such as Federal Express or UPS), postage prepaid, addressed to the parties as indicated below or such other address as a party may request by giving the other party ten (10) days written notice. Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing.

If to Owner:

Lakeshore Land Owner PT LLC c/o State Street Global Advisors 46 Discovery, Suite 150 Irvine, CA 92618 Attn: Robert W. Jones

If to Landlord:

Lakeshore Land Lessee PT LLC c/o State Street Global Advisors 46 Discovery, Suite 150 Irvine, CA 92618 Attn: Robert W. Jones

And

Lakeshore Land Lessee PT LLC c/o SENTRE, Inc. 18101 Von Karmen Avenue, Suite 1220 Irvine, CA 92612-1041

If to Tenant:

LTF Lease Company, LLC 2900 Corporate Place Chanhassen, MN 55317 Attention: Kari Broyles

With a copy at the same above address to the Attention of: Property Management

If to OC San:

Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708 Attention: Finance Department Jessica Frazier - <u>Jfrazier@ocsan.gov</u>

- 12. <u>Successors and Assigns</u>. Each of the obligations of Owner, Landlord, and Tenant pursuant to this Agreement shall run with the Property and shall be binding on each successive owner of the Property and its heirs, administrators, successors, and assigns during the ownership thereof provided that Tenant's obligations terminate at the expiration of Tenant's lease term or earlier termination of Tenant's lease with Landlord and that Tenant's assignee shall be deemed to have assumed the terms, conditions and provisions of this Agreement during the term of such assignment.
- **13.** <u>**Conflict**</u>. In the event of any conflict or inconsistency between the provisions of this Agreement and the Sewer Line Easement, the provisions of this Agreement shall control in all instances.
- 14. <u>Severability</u>. In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in full force and effect and be binding upon the parties hereto.
- **15.** <u>**Headings**</u>. The paragraph headings that appear in this Agreement are for purposes of convenience of reference only and are not in any sense to be construed as modifying the substance of the paragraphs in which they appear.
- 16. <u>Authorized Signature</u>. This Agreement becomes effective and binding only upon the execution and delivery hereof by the authorized representative of each party hereto and each party hereto represents and warrants that such signatory is authorized to sign this Agreement.
- 17. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page.

[Signatures on the following pages.]

{Signature Page to Encroachment Agreement}

OWNER:

Lakeshore Land Owner PT LLC, a Delaware limited liability company

By: Lakeshore Holdco PT LLC, a Delaware limited liability company, its sole member

By: General Electric Pension Trust, a New York common law trust, its sole member

By: SSGA Funds Management, Inc., a Massachusetts corporation, its investment advisor

By:	 	

Name:

Title: _____

Note: Signature of Owner must be acknowledged before a notary public.

LANDLORD:

Lakeshore Land Lessee PT LLC, a Delaware limited liability company

By: Lakeshore Holdco PT LLC, a Delaware limited liability company, its sole member

- By: General Electric Pension Trust, a New York common law trust, its sole member
 - By: SSGA Funds Management, Inc., a Massachusetts corporation, its investment advisor

By:

Name: _____

Title:

Note: Signature of Landlord must be acknowledged before a notary public.

{Signature Page to Encroachment Agreement}

TENANT:

LTF Lease Company, LLC, a Delaware limited liability company

By: _____

Name: ______

Title:

Note: Signature of Tenant must be acknowledged before a notary public.

ORANGE COUNTY SANITATION DISTRICT

By:

James D. Herberg, General Manager

ATTEST:

By: ______Kelly Lore, Clerk of the Board

APPROVED AS TO FORM:

By: Bradley R. Hogin, General Counsel

(OWNER – Notary to Encroachment Agreement)

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 ______, 2022 before me, _______, a Notary Public, personally appeared Robert Jones, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Notary Public

(LANDLORD – Notary to Encroachment Agreement)

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 _____, 2022 before me, ______, a Notary Public, personally appeared Robert Jones, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Notary Public

(TENANT – Notary to Encroachment Agreement)

ACKNOWLEDGMENT

 STATE OF MINNESOTA
)

)
 ss.:

 COUNTY OF CARVER
)

 On ______, 2022, before me, ______, a

 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 executed the same in his/her authorized capacity,

 and that by his/her signature on the instrument the person, or the entity upon behalf of which the

 person acted, executed the instrument.

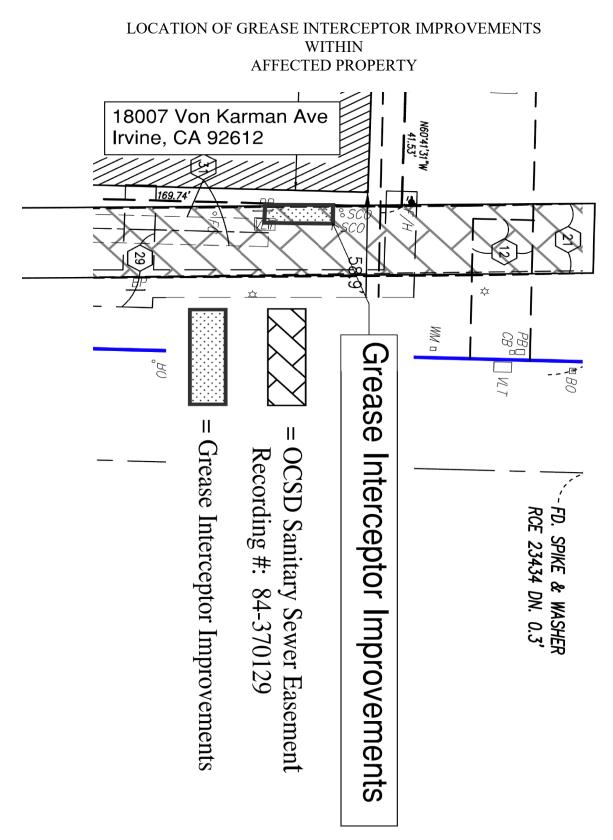
I certify under PENALTY OF PERJURY under the laws of the above-referenced State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

[SEAL]

EXHIBIT "A"



of Grange County THORNEL NR CONCEPT MAIL TO F. O. Box B127 Second County County Development Second County Second County Second County Development Second C		Exhibit "B"	
RECORDING REQUESTED BY unit's Soft Cation District No. 7 of Grange County WHEN RECORDED MAIL TO F. O. Box 8127 Interference County Provide County Collection of County Collection Decomposition of County County County Decomposition Decomposition of County County County Decomposition Decomposition of County County County Decomposition Decomposition of County County Decomposition Decomposition of County County Decomposition of County County Decomposition Decomposition of County County Decomposition of County Decomposition of County Decomposition of County Decomposition Decomposition Decomposition of County Decomposition Decomposing Decomposition Decomposition Decomposition			
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<pre>by and between last1 Jamboree Boulevard Irvine, California 92715 and County Banitation District No. 7. of Orange County, California, a public conjoration, Grantee. WITNESSETH: For a valuable consideration the Grantee does hereby grant unto the Grantee the essement and right of way to establish, construct and maintain for all time a public sever or severs and appurtenzatoes in, through, on and along that certain real property situated in the County of Omage, State of California, more particularly described as follow: Contract 7-8 Permanent Easement identified as Parcel No. 1 for Von Karman Trunk Sewer per attached Exhibits A and C. (There is no Exhibit B). * Parker Hannifin Corporation which acquired title as Bertea Corporation there is a based by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding and condition that the Grantes, by accoptance of there is a none by the Granter under the full understanding the descented on, along, or adjacent to ead essement which fully the Granter the maximum the mathematic more there is the full understanding the full or the full of the formet or the full or the mathematin to esseme thich fully the Granter the may fully there t</pre>	APHASTONIL GRAN		FROM RECORDING HEES PER
18321 Jamboree Boulevard Irvine, California 92715 Granter, and County Sanitation District No. 7, of Orange County, California, a public corporation, Grantee. WITNESSETH: For a valuable consideration the Granter does hereby grant unto the Grantee the essement and right of way to establish, construct and maintain for all time a public sever or severs and spruterances in, through, on and along that certain real property situated in the County of Orange States of California, more particularly described as follows: Contract 7-8 Permanent Easement identified as Parcel No. 1 for Von Karman Trunk Sewer per attached Exhibits A and C. (There is no Exhibit B). * Parker Hannifin Corporation which acquired title as Bertea Corporation this grant, has the right to remove all things thereon that interfere with the purpose for which add essement is granted. Fur- ther, is a greed by the Granter under the full understanding and condition that the Grantee, by acceptance of this grant, has the right to semore all things thereon that interfere with the purpose for which add essement is granted. Fur- ther, is a greed by the Granter thes any structure placed upon or tee, plant or should have onsettom to easily accessing which higher the origin to do is by the Grantee Further, it is understood that connections on such public sever or severe constructed on the real property described above may be made only upon strict connection which rules and regulations a Grantee shall adopt from time to time and keep on file in the offic on construction and maintaining there applies are reputerant to said there on links through strictures may accention connection is such public sever or severe constructed on the real property described above may be made early upon strict construct and maintaining the northor sputic enary or aswere and adoptic the solution is through to e			
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# Parker Hannifin Corporation which acquired title as Bertea Corporation THIS GRANT is made by the Granter under the full understanding and condition that the Grantes, by acceptance of the grant, has the right to remove all things thereon that interfere with the purpose for which add essement is granted. Further, it is agreed by the Granter that any structure placed upon, or tree, plant or shrub planted on, along, or adjacent to add essement which injures the saver or interferes with the maintenance thereof shall be removed by the Granter to said experime when notified in writing to do so by the Granter. Further, it is understood that connections to each public sever or severe and appurtenances thereof shall had the or more by the Granter at his/ber/its and regulations as Grantee shall adopt from time to time and keep on file in the office of its secretary. TO HAVE AND TO HOLD unot the Grantee forever for the sole object and purpose of construct and maintaining thereon a public severe and appurtenances thereof. Grantes in the interfere with the structure may stend above the surface of the ground. Dated	and County Sanitation District No. 7, of Oran	nge County, California, a public corporati	5-4-4-2-2-2-4-4-4-4-4-4-4-4-4-4-4-4-4-4-
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<u>Euclus</u> <u>(Typed or Printed)</u> Name (Typed or Printed)	(Seal) (Luclan) (Classe Evelyn) OL 30N		EVELYN OLSON NOTARY PUBLIC - CALIFORNIA ORANGE COUNTY

84-370129 CERTIFICATE OF ACCEPTANCE This is to certify that the interest conveyed by this instrument from Parker Hannifin Corporation to County Sanitation District No. 7 of Orange County, California, a political corporation, is hereby accepted as authorized by the Board of Directors of said District on August 12, 1981, and grantee consents to the recordation thereof by its duly authorized officer. Secretary Date: July 30, 1984 TITLE INSURANCE TO 1845 CA 18 741 ND TRUST (Corporation) ATICOR COMPANY STATE OF CALIFORNIA SS. before me, the undersigned, a Notary Public in and for said COUNTY OF On 19. State, personally appeared. President, and known to me to be the Secretary known to me to be of the corporation that executed the within Instrument, HERE known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and STAPLE OFFICIAL ! VI. acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of EVELYN O. SON NOTARY PUBLIC - CALIF GALL its board of directors. ORANGE COUNTY My comm. expires JUL 14, 1535 WITNESS my hand and official seal. Enly Olso Signature . (This area for official notarial seal) h -

84-370129

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TERMS. DESCRIPTION AND MAP APPROVED: w BY was Engineering Department

APPROVED, AS TO TERMS, FORM AND LEGALITY:

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Exhibit "A" Contract 7-8 84-370129 1 Description of PERMANENT EASEMENT FOR 2 VON KARMAN TRUNK SEWER FOR 3 COUNTY SANITATION DISTRICT NO. 7 OF ORANGE COUNTY 4 PARCEL NO. 1 5 A strip of land 25.00 feet wide over that portion of 6 Lot 131 in Block 49 of Irvine's subdivision, in the City 7 of Irvine, County of Orange, State of California as shown 8 on a map recorded in Book 1, Page 88, of miscellaneous 9 record maps in the Office of the County Recorder of said 10 county the northwesterly and westerly lines of said strip 11 are described as follows: 12 Beginning at a point distant, north 610 11' 42" west 13 57.03 feet from the northeasterly terminus of the course 14 shown as "N290 15' 26"E 720.05'" along the northwesterly 15 line of Von Karman Avenue on a map of Tract No. 6190 16 recorded in Book 227, Pages 27 to 31 inclusive of 17 miscellaneous maps, records of said county; thence south 18 260 25' 48" west 40.79 feet; thence south 270 14' 42" west . 19 374.70 feet; thence south 150 44' 34" east 59.20 feet to 20 said northwesterly line. 21 The easterly line of said strip is to terminate 22 southerly on said northwesterly line of Von Karman Avenue. 23 The above described parcel contains 0.259 acre. 24 0C-C07-134-00 25 W-1293 26 27 2 of 3

