

RECORDING REQUESTED BY:

See below

WHEN RECORDED RETURN TO:

City of Yorba Linda
4845 Casa Loma Avenue
Yorba Linda, CA 92885
Attn: City Clerk

[THE AREA ABOVE IS RESERVED FOR
RECORDER'S USE]

[EXEMPT FROM RECORDER'S FEE PURSUANT
TO GOVERNMENT CODE 27383]

**AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
(ADMINISTRATIVE ENCROACHMENT PERMIT)**

This AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY (ADMINISTRATIVE ENCROACHMENT PERMIT) (the "Agreement") is dated for reference purposes only as of the 19 day of July, 2022 (the "Effective Date"), and is entered into by and between LONGBALL INVESTMENTS, LLC. ("Owner"), and the CITY OF YORBA LINDA, a municipal corporation ("City"). Owner and City are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Owner is the owner in fee of that certain real property located at 4858 Main Street in the City of Yorba Linda, County of Orange, State of California, and more particularly described as Lots 77, 78 and 79 of Newmark Tract, in the City of Yorba Linda, County of Orange, State of California, as per Map recorded in book 7 of page 45 and 46 of Miscellaneous Maps, in the Office of the County Recorder of said County, with APN: 323-324-15 and 323-324-16 ("Owner's Property"), as shown on Exhibit "A".
- B. City is the owner of a public roadway easement on, over, under, and across a portion of the Owner's Property described in Exhibit "B" attached hereto (the "City Property").
- C. Owner has applied to City for an administrative encroachment permit to allow a grease interceptor, parkway culvert, various building overhangs (siding and awning) to be constructed, installed, and/or maintained within the City Property, as depicted or described in Exhibit "C" to this Agreement (the "Owner's Improvements").

- D. On _____, 20____, City approved said encroachment permit for the Owner's Improvements (the "Encroachment Permit") subject to the condition or requirement that Owner and City execute and record this Agreement against the Owner's Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner's Right to Construct, Install, and Maintain Owner's Improvements on City Property.

a. Subject to all of the other terms and conditions set forth in this Agreement, City hereby grants to Owner a revocable, non-exclusive license to enter onto the City Property to construct, install, and maintain the Owner's Improvements. Owner shall at all times construct, install, and maintain the Owner's Improvements in strict conformity with all applicable federal, state, and local laws, regulations, and official policies (including but not limited to Chapter 5.46 of the City's Municipal Code), with any and all conditions set forth in the Encroachment Permit (a copy of which is a public record available for inspection during normal business hours in the office of the City Clerk located at 4845 Casa Loma Avenue, Yorba Linda, CA 92885), and with the terms of this Agreement, including without limitation Exhibit "C" hereto. Owner shall not allow any of the Owner's Improvements or any persons constructing, installing, maintaining, repairing, replacing, or removing the Owner's Improvements on Owner's behalf to obstruct or impair in any way vehicular travel or visibility on and along such street and Owner shall comply with and cause all of its employees, independent contractors, and agents to comply with all safety rules and regulations as may be prescribed by the City's Public Works Director or his/her designee. Owner shall have no right to expand, enlarge, or otherwise alter the Owner's Improvements in a manner inconsistent with or beyond the scope of City's initial approval of same. If Owner desires to expand, enlarge, or otherwise alter the Owner's Improvements in such manner, Owner shall first be required to obtain the written approval of City's Public Works Director or his/her designee, which approval may be withheld in City's sole and absolute discretion. In the event City's approval for an expansion, enlargement, or alteration to the Owner's Improvements is obtained, the Parties agree to execute an appropriate amendment to this Agreement to depict or describe the change and to record said amendment against the Owner's Property, and at such time all references in this Agreement to the "Owner's Improvements" shall be deemed to refer to the Owner's Improvements as so expanded, enlarged, or altered.

b. Owner shall at all times maintain the Owner's Improvements in good condition and repair and Owner shall maintain the immediate area in a neat, tidy, and clean condition, free of any refuse and debris. Owner shall, at Owner's sole expense, procure and maintain a quarterly maintenance contract to perform a **minimum** of one maintenance per quarter on Owner's Improvements and shall perform maintenance more frequently as needed. Upon receiving notice from City of any problem caused by Owner's failure to properly maintain Owner's Improvements, Owner shall immediately remedy such problem. Maintenance of Owner's Improvements shall be performed during the hours of 12PM and 6AM so as to minimize any impacts on the public street right-of-way. An additional encroachment permit shall be obtained

from the City on an annual basis prior to any Owner contractor performing maintenance work on Owner's Improvements within the right of way on the City Property.

c. Construction or installation of Owner's Improvements must coordinate with other continuing improvements along Arroyo and School Street pursuant to a schedule of construction approved by the City Engineer. Owner shall be responsible for grinding (0.15') and paving the full extent of Arroyo Way between Main Street and School Street with a final asphalt cap (0.15') after installation of Owner's Improvements. Owner's Improvements shall be located entirely underground. The Owner shall obtain necessary permits and approval from the City. The Owner shall provide adequate access for maintenance of any utilities located within the City Property. Owner is responsible for verifying all utility locations within the subject area prior to installation, as well as the protection of said utilities for the duration of this Agreement. Owner shall pay, at its sole expense all costs of constructing, maintaining, operating, repairing, replacing or removing Owner's Improvements. After the installation of Owner's Improvements, or after any subsequent maintenance or repair/work thereon has been completed, the City Property and all surrounding grounds, to the extent such surrounding grounds shall have been disturbed, shall be restored by Owner to their original condition to the satisfaction of the City.

2. City Right to Expand, Enlarge, or Alter City Improvements. Notwithstanding the rights granted to Owner hereunder, City reserves the right to expand, enlarge, alter, maintain, repair, replace, and relocate any City-owned improvement on, over, under, or across the City Property and any adjacent City easement or right-of-way at any time, without any obligation or liability to Owner to repair or restore any damage that may be caused to any of the Owner's Improvements. The cost for any future adjustment to grade of the manhole frames for Owner's Improvements will be borne exclusively by Owner.

3. No Property Interest. The Encroachment Permit and this Agreement are not intended to and do not convey to Owner or create any interest in the City Property. This Agreement is intended as a non-exclusive and revocable license only.

4. License Fee. Owner's rights set forth in this Agreement are conditional and contingent upon Owner having paid to City any and all fees required to obtain the Encroachment Permit. Furthermore, the amount of \$1,417.50 shall be deposited with the City upon execution of this Agreement.

5. Term; Termination and Revocation of Encroachment Permit and Agreement.

a. This Agreement shall be of indefinite duration and shall be effective from the date this Agreement is fully executed and recorded against the Owner's Property until the date this Agreement is terminated by either Party or revoked by the City.

b. Either Party shall have the right to terminate the Encroachment Permit and this Agreement, with or without cause, by delivery of written notice to the other Party. Prior to any termination by Owner becoming effective, Owner shall remove any Owner's Improvements from the City Property, repair any damage caused by the Owner's Improvements or removal of same to the City Property, and restore the City Property as nearly as practicable to the condition existing prior to the installation of Owner's Improvements.

c. Subject to the next paragraph hereinbelow, if City delivers written notice to Owner of City's decision to terminate the Encroachment Permit and this Agreement, said termination shall be effective within one hundred eighty (180) days after the date of said notice. Within said one hundred eighty (180) day period, Owner shall remove all of Owner's Improvements from the City Property, repair any damage caused to the City Property by Owner's Improvements and/or the removal of same, and restore the City Property as nearly as practicable to the condition existing prior to the installation of Owner's Improvements.

d. In addition to the foregoing, in the event Owner violates any of the terms or conditions set forth in the Encroachment Permit or this Agreement, City shall have the right upon delivery of written notice to Owner to revoke the Encroachment Permit and this Agreement on shorter notice than ninety (90) days or no notice at all. In such event, Owner shall immediately remove all of Owner's Improvements from the City Property, repair any damage caused to the City Property by Owner's Improvements and/or the removal of same, and restore the City as nearly as practicable to the condition existing prior to the installation of Owner's Improvements.

e. Upon termination or revocation of the Encroachment Permit and this Agreement, neither Party shall have any further rights or obligations under this Agreement, subject to the following exceptions: (i) Owner's obligation to remove the Owner's Improvements and repair and restore any damage to the City Property, as set forth hereinabove, shall survive the effective date of any such termination or revocation; (ii) in the event Owner fails to timely remove any of the Owner's Improvements and/or repair and restore any damage to the City Property, City reserves its legal remedies as set forth in Section 6 hereinbelow, including the right to recover from Owner City's actual out-of-pocket costs, plus administrative charges and interest, to effectuate said work; and (iii) Owner's release of liability and the rights of City and the City Indemnitees as set forth in Sections 7 and 9 hereinbelow shall survive any such termination or revocation.

6. City Remedies.

a. If City determines that Owner is not maintaining any of the Owner's Improvements in accordance with the Encroachment Permit or this Agreement or if City determines that Owner has not timely removed any unauthorized Owner's Improvements or repaired any damage to the City Property and restored the City Property in accordance with the Encroachment Permit or this Agreement, City shall have the right to deliver written notice to Owner stating in reasonable detail what maintenance, repair, removal or improvement work is required. If Owner thereafter fails to perform such work within a reasonable period, not to exceed thirty (30) days from the date of City's notice, City reserves the right, in addition to any other rights and remedies it may have hereunder or pursuant to applicable law, to enter onto the City Property, perform said maintenance, repair, improvement, or removal work itself, in which event Owner shall be responsible for reimbursing City for all of City's actual out-of-pocket costs (including payroll costs for work performed by City employees) plus an administrative charge of fifteen percent (15%). In addition, if Owner fails to pay any City invoice for said work within thirty (30) days after written notice from City, Owner shall additionally be liable to pay City interest on the delinquent payment at the rate of ten percent (10%) per annum or the maximum interest rate permitted by law, whichever is less.

b. City's rights set forth in this Section 6 shall survive a termination or revocation of the Encroachment Permit and this Agreement.

7. As-Is Condition; No City Representations and Warranties Regarding Condition of City Property; Release and Indemnity.

a. Owner acknowledges and agrees that City is making no representations or warranties to Owner regarding the physical condition of the City Property, the existence of any patent or latent defects in the City Property or the location, condition, or other characteristics of any improvements situated on, over, or under the City Property, or the suitability of the City Property for Owner's intended use or any of the Owner's Improvements to be located thereon, and Owner assumes the full risk with respect thereto. Owner hereby releases City from any and all claims, liabilities, and losses that may be incurred by Owner with respect to the construction, installation, maintenance, repair, improvement, replacement, and removal of the Owner's Improvements, including any personal injury or death, property damage, or economic loss arising therefrom, and City shall have no liability therefor.

b. In addition to the foregoing, Owner agrees to indemnify, defend, and hold harmless City and City's elected and appointed officials, employees, and agents (collectively, the "City Indemnitees") from and against any and all claims, liabilities, and losses arising out of Owner's construction, installation, maintenance, repair, improvement, replacement, and removal of any of the Owner's Improvements and use of the City Property, including without limitation claims for personal injury or death, property damage, and economic loss, and including without limitation fines and penalties and attorney's fees and costs. In the event that any claim is made by any third party against any of the City Indemnitees, City agrees to promptly tender said claim to Owner and thereafter Owner shall defend said claim with counsel reasonably acceptable to City. City agrees to cooperate reasonably in the defense of any said claim, provided that Owner shall promptly reimburse City for any City out-of-pocket costs incurred with respect thereto, including without limitation payroll costs at the applicable City rates for any time reasonably expended by City employees in assisting with said defense.

c. City's rights set forth in this Section 7 shall survive a termination or revocation of the Encroachment Permit and this Agreement.

8. Insurance.

a. Insurance Requirement. During the entire term of this Agreement, Owner shall procure and maintain public liability and property damage insurance, at its sole expense, in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, insuring against all liability of Owner and its authorized representatives arising out of and in connection with Owner's Improvements or Owner's use of the City Property. Such public liability and property damage insurance shall also provide for and protect the City against incurring any legal cost in defending claims for alleged loss.

b. Primary Policy; Additional Insured. All such insurance as required by this Section 8 shall be primary insurance and shall name the City as additional insured.

c. Insurance Increase. Not more frequently than one (1) time every three (3) years, if, in the opinion of the City Manager or the City's insurance broker, the amount of public liability and property damage insurance coverage at that time is not adequate, the City Manager may require modifications to this coverage.

d. Insurance Company. All insurance required under this Section 8 shall be issued by an insurance company authorized to do business in the State California, with a financial rating of at least A-3A status as rated in the most recent edition of Best's Insurance Reports or such comparable report should Best's Insurance Reports no longer be available.

e. Modification or Cancellation of Policy. All insurance required pursuant to this Section 8 shall contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy. Each policy, or a certificate of the policy, together with evidence of the payment of premiums, shall be deposited by Owner with the City at the commencement of the term, and on a renewal policy not less than twenty (20) days before expiration of the term of the policy.

9. Hazardous Materials Use.

a. Owner covenants that it will not handle or transport Hazardous Materials on Owner's Improvements or the City Property except in accordance with Hazardous Materials Standards. As used in this Agreement, the term "Hazardous Materials" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, Health and Safety Code Section 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Section 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Section 25170.1 et seq.; California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Section 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

b. In the event Owner's Improvements are now or in the future used in the handling or transporting of Hazardous Materials, Owner agrees fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Hazardous Materials Standards") concerning Hazardous Materials. Owner further agrees that at City's request it will furnish City with proof, satisfactory to City, that Owner is in such compliance.

c. Notwithstanding anything else contained in this Agreement and to the extent permitted by law, in case of a breach of the obligations contained in this Section, Owner agrees to assume liability for and to save and hold harmless City and City Indemnitees from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of City and Owner, and all related expenses, including without limitation reasonable attorneys' fees, investigators' fees, litigation expenses, and mitigation costs resulting in whole or in part from Owner's failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. Owner, at its cost, shall assume the defense of all claims, in accordance with Section 7 hereof. Owner agrees to reimburse City for all reasonable costs of any kind incurred as a result of the Owner's failure to comply with this Section, including, but not limited to, judicial or administrative fines, penalties, clean-up and disposal costs, and reasonable legal costs incurred as a result of Owner's handling, transporting, or disposing of Hazardous Materials on, over, or across Owner's Improvements and the City Property.

d. City's rights set forth in this Section 9 shall survive a termination or revocation of the Encroachment Permit and this Agreement.

10. Miscellaneous.

a. Notices. Any notices required to be delivered by one Party to the other Party pursuant to the terms of this Agreement shall be in writing. Notices shall be deemed effective if personally served in the manner authorized in the California Code of Civil Procedure for the service of lawsuits or by mail delivered by United States mail, first class, postage prepaid, to the following addresses: (i) for Owner, the address of Owner's Property; and (ii) for City, the City Hall address (with notices directed to the attention of the City Manager and the City Attorney).

b. Entire Agreement. This Agreement between the parties contain the entire agreement between the Parties hereto with respect to the matters set forth herein, and supersedes all prior or contemporaneous agreements (whether oral or written) between the parties with respect to the matters set forth herein. All exhibits attached hereto are incorporated herein by this reference.

c. No Third Party Beneficiaries. Notwithstanding any other provision set forth in this Agreement to the contrary, nothing herein is intended to create any third party beneficiaries to this Agreement (with the exception of the rights set forth in Section 7 hereof benefiting the City Indemnitees other than City), and no person or entity other than Owner, City, and the City Indemnitees, and the permitted successors and assignees of any of them, shall be authorized to enforce the provisions set forth in this Agreement.

d. Successors and Assigns; Covenants to Run with the Land. This Agreement shall be binding upon the successors and assigns of the Parties hereto. This Agreement and the obligations hereunder shall run with Owner's Property and shall be binding upon, and inure to the benefit of, the successors and assigns of Owner as the owner of Owner's Property.

e. Amendment. This Agreement may be modified only in a writing signed by the Parties in interest at the time of the modification.

f. Severability. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision hereof.

g. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

h. No Presumption Against Drafting Party. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because said Party drafted or caused the Party's legal representative to draft any of its provisions. This Agreement shall be construed without reference to the identity of the Party or Parties preparing the same, it being expressly understood and agreed that the Parties hereto participated equally or had equal opportunity to participate in the drafting hereof. The Parties hereto acknowledge that each has read this Agreement; that they each fully understand their respective rights, privileges and duties under said Agreement; and that each enters into said Agreement freely and voluntarily.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth in the applicable notary acknowledgement attached hereto.

“OWNER”

**LONGBALL INVESTMENTS, LLC.
5262 Eucalyptus Hill Road
Yorba Linda, CA 92886**


By: Matthew Luke, Co-owner


By: Tara Luke, Co-owner

“CITY”

CITY OF YORBA LINDA, a public body,
corporate and politic

By: _____
Mark Pulone, City Manager

ATTEST:

Marcia Brown, City Clerk

APPROVED AS TO FORM:

Todd Litfin, City Attorney

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

State of California)
County of Orange)

On July 1, 2022, before me, Marcia Brown,
(insert name and title of the officer)

Notary Public, personally appeared Matthew Luke,
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 Marcia Brown

(Seal)

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

State of California)
County of Orange)

On July 1, 2022, before me, Marcia Brown,
(insert name and title of the officer)

Notary Public, personally appeared Tara Luke,
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 Marcia Brown

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF OWNER'S PROPERTY

Lots 77, 78 and 79 of Newmark Tract, in the City of Yorba Linda, County of Orange, State of California, as per Map recorded in book 7 of page 45 and 46 of Miscellaneous Maps, in the Office of the County Recorder of said County.

APN: 323-324-15 and 323-324-16.

EXHIBIT B

LEGAL DESCRIPTION OF THE CITY PROPERTY

RESOLUTION NO. 2016-5377
PAGE 6

EXHIBIT 1

**EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF YORBA LINDA**

THAT PORTION OF LOT 79 AS SHOWN ON THE NEWMARK TRACT RECORDED IN BOOK 7, PAGES 45 AND 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, WITHIN A STRIP OF LAND 38' WIDE LYING 19' ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF LEMON DRIVE (30' SOUTHERLY HALF-WIDTH) AND MAIN STREET (40' EASTERLY HALF-WIDTH) AS SHOWN ON THE PARCEL MAP RECORDED IN BOOK 30 PAGE 22 OF PARCEL MAPS;

THENCE ALONG THE CENTERLINE OF MAIN STREET SOUTH 00°17'54" WEST 425.68' TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID CENTERLINE SOUTH 89°42'06" EAST 149.91' TO THE EASTERLY LINE OF SAID LOT.

THE SIDELINES OF SAID STRIP OF LAND BEING SHORTENED OR LENGTHENED TO TERMINATE AT THE EASTERLY LINES OF LOTS 79 AND 80 OF SAID TRACT.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 2577 SQUARE FEET (0.0592 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 SURVEYOR'S ACT.



PATRICK D EARL, P.L.S. 8773

10/14/2015

DATE

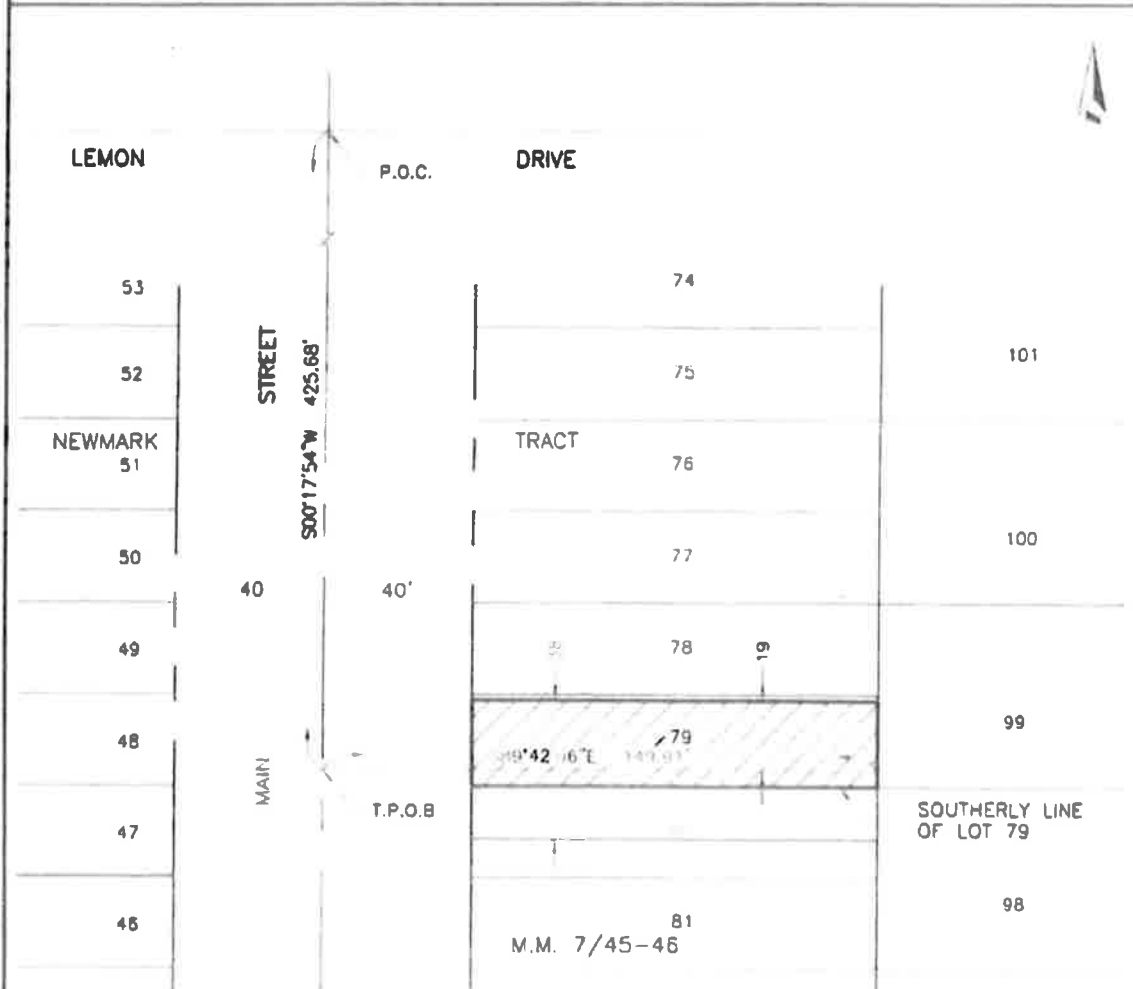
THIS DOCUMENT PRELIMINARY UNLESS SIGNED




EXHIBIT B

0' 20' 40'
SCALE: 1"=40'

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- ☒ STREET CENTERLINE
- P.O.C. POINT OF COMMENCEMENT
- T.P.O.B. TRUE POINT OF BEGINNING
-  AREA OF DEDICATION
±2577 S.F. (0.0592 AC.)

Patrick D. Earl

PATRICK D. EARL, PLS 8773 (CA)
THIS DOCUMENT PRELIMINARY UNLESS SIGNED

10/14/13



**EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF YORBA LINDA**

A PORTION OF LOTS 78 AND 79 OF THE NEWMARK TRACT IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGES 46 AND 48 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A 5 FOOT STRIP OF LAND, THE SOUTHERLY LINE OF WHICH LIES 19 FEET NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE CENTERLINE OF MAIN STREET, AS PER PARCEL MAP RECORDED IN BOOK 30, PAGE 22 OF PARCEL MAPS, OF SAID COUNTY, SAID POINT BEING SOUTH 00°17'54" WEST 425.68 FEET ALONG SAID CENTERLINE FROM ITS INTERSECTION WITH LEMON DRIVE;

THENCE SOUTH 89°42'06" EAST;

EXCEPTING THEREFROM THE WESTERLY 80.66 FEET OF LOT 78.

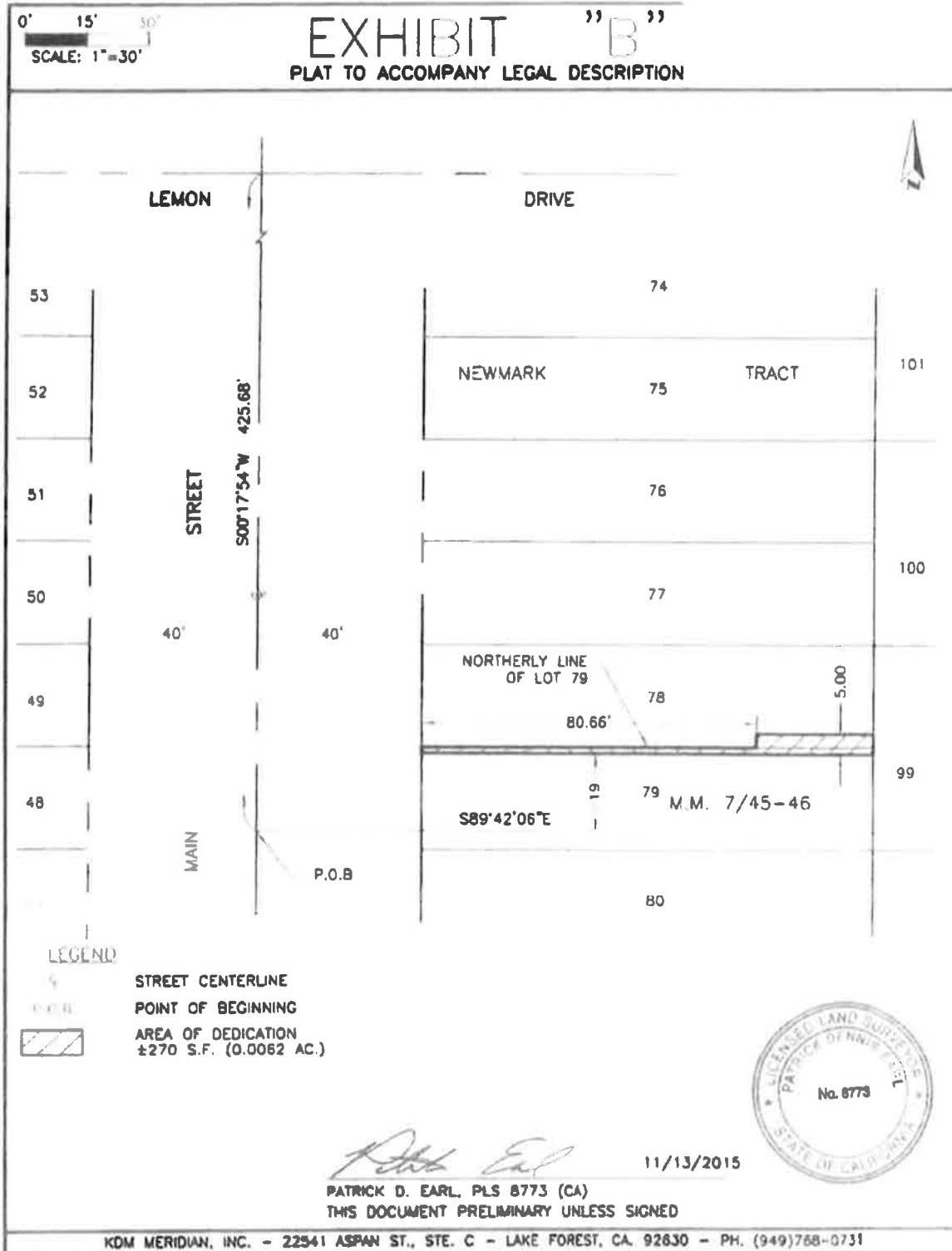
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 270 SQUARE FEET (0.0062 ACRES), MORE OR LESS.

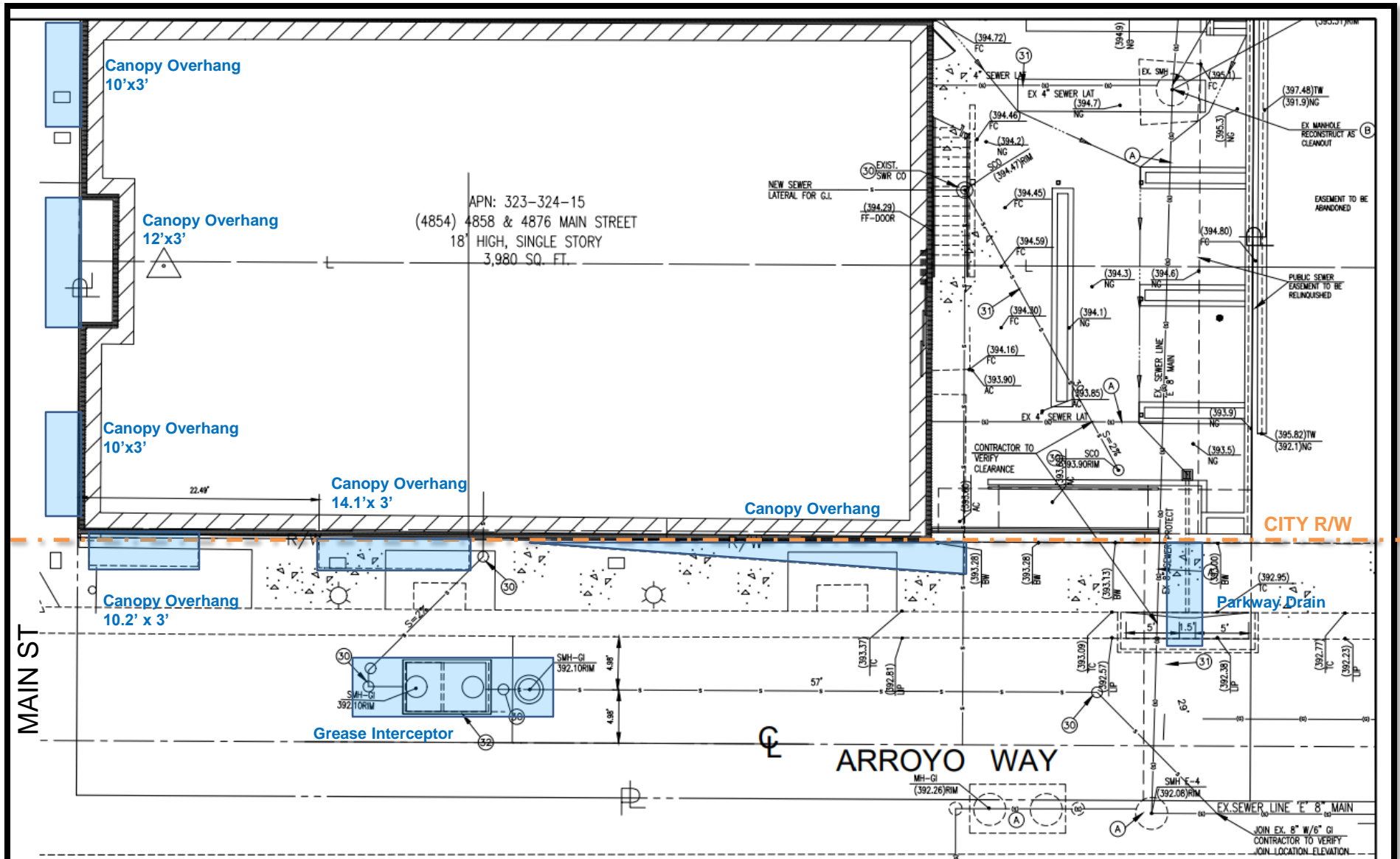
ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF

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


PATRICK D. EARL, P.L.S. 8773 DATE
THIS DOCUMENT PRELIMINARY UNLESS SIGNED







APN: 323-324-15
 (4854) 4854 & 4876 MAIN STREET
 18' HIGH, SINGLE STORY
 3,980 SQ. FT.

- SEWER CONSTRUCTION NOTES**
- 30 — CONSTRUCT CLEANOUT PER DETAIL ON SHEET 2
 - 31 — ABANDON EXISTING 4" SEWER LATERAL (SECOND LATERAL FOR 4858 MAIN ST.)
 - 32 — CONSTRUCT 1000 GALLON GREASE INTERCEPTOR PER MODEL JP 1000EE-G

- A — PROTECT
- B — REMOVE
- C — ADJUST TO GRADE

Encroachments onto Public Right-of-Way

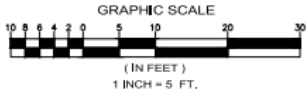
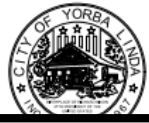


EXHIBIT C

Description/Depiction of Owner's Improvements



PREPARED BY: **ANACAL ENGINEERING CO.**
 CIVIL ENGINEERING & LAND SURVEYING
 1211 NORTH TUSTIN AVENUE
 ANAHEIM, CALIFORNIA 92807

