

Attachment 5

PARCEL NO.: 591-075-03

TITLE REPORT NO.: 92013178

PROJECT: CITY OF LAKE FOREST BAKE PARKWAY AT TRABUCO RD/IRVINE BLVD

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2022 by and between the CITY OF LAKE FOREST, a California Municipal corporation (hereinafter called "Buyer"), and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, (hereinafter called "Seller") for acquisition by Buyer of one Road Easement and one Temporary Construction Easement over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property (collectively, the "Easements"), all situated in the City of Irvine, County of Orange, State of California:

- A. Road Easement (Attached as Attachment 1); and
- B. Temporary Construction Easement (Attached as Attachment 2)

The legal description of each interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

THREE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS
(\$340,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the Easements in the form attached hereto to Buyer.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer granted in the Easements, shall commence on the date the Easements are recorded in the Official Records of Orange County.

5. TITLE INSURANCE POLICY. Escrow Agent (as defined hereafter) shall, following recording of the Road Easement, provide Buyer with CLTA Standard Coverage Policy of Title Insurance in the amount of \$281,300 issued by Commonwealth Land Title Company showing the Easement interests vested in Buyer. Buyer agrees to pay the premium charged

therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Commonwealth Land Title Company 4100 Newport Place Drive, Suite 120, Newport Beach, CA 92660 (949) 724-3140 ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deeds, prepared by Seller, and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and certificate of acceptance upon demand of Escrow Agent.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire from such account.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- A. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- B. Disburse funds and record and deliver the Easements when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder of Orange County. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the approval by the California Public Utilities Commission ("CPUC"), as stated in Section 16 below.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or

written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the property at all reasonable times prior to close of escrow for the purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 100 Civic Center Drive, Lake Forest, CA 92630; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Easements shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Easements, Buyer may elect to (a) terminate this Agreement with written notice to Seller and Escrow Agent, at which time this Agreement will terminate and Buyer and Seller shall have no further rights or obligations hereunder except for those which expressly survive termination of this Agreement or (b) proceed to Closing.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Orange, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. Until the closing, Seller shall maintain the property in good condition and state

of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.

- C. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. AS-IS Sale and Purchase. Buyer acknowledges, by its initials as set forth below, that the provisions of this Section 15 have been required by Seller as a material inducement to enter into the contemplated transactions, and the intent and effect of such provisions have been explained to Buyer by Buyer's counsel and have been understood and agreed to by Buyer.

15.1 Buyer's Acknowledgments. As a material inducement to Seller to enter into this Agreement and to convey the Easements to Buyer, Buyer hereby acknowledges and agrees that:

A. AS-IS. BUYER IS PURCHASING THE EASEMENTS ON THE PROPERTY IN ITS EXISTING CONDITION, AND BUYER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE EASEMENTS AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS, WHERE-IS, WITH ALL FAULTS" BASIS AND THAT SELLER HAS NO OBLIGATIONS TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS. BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT, BUYER IS RELYING SOLELY UPON BUYER'S OWN INVESTIGATION OF THE PROPERTY BURDENED BY THE EASEMENTS.

Buyer's Initials

B. No Representations. Other than the express representations and warranties of Seller contained herein, neither Seller has made any representation, warranty, inducement, guarantee, promise, agreement, assurance or statement, oral or written, of any kind to Buyer upon which Buyer is relying, or in connection with which Buyer has made or will make any decisions concerning the Easements or the property on which they run including use, condition, value, entitlements, condemnation actions (current or prospective), compliance with Governmental Regulations (as defined below), existence or absence of Hazardous Substances (as defined below), or the permissibility, feasibility, or convertibility of all or any portion of the property for any particular use or purpose, including its present or future prospects for development or use. Any representation, warranty, agreement, statement, guarantee or promise made by any person acting on behalf of Seller which is not contained in this Agreement shall not be valid or binding on Seller. As used herein, the term "Governmental Regulations" means any laws (including Environmental Laws (as defined below)), ordinances, rules, requirements, resolutions, policy statements and regulations (including those relating to land use, subdivision, zoning, Hazardous Substances, occupational health and safety, handicapped access, water, earthquake hazard reduction,

and building and fire codes) of any governmental or quasi-governmental body or agency claiming jurisdiction over the Property. As used in this Agreement, the following definitions shall apply: "Environmental Laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, and all federal and state court decisions, consent decrees and orders interpreting or enforcing any of the foregoing, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., and the Clean Water Act, 33 U.S.C. § 1251, et seq. "Hazardous Substances" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the Environmental Laws, and includes asbestos, petroleum (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof), petroleum-based products and petroleum additives and derived substances, lead-based paint, mold, fungi or bacterial matter, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

Buyer's Initials

C. No Implied Warranties. EXCEPT FOR ANY EXPRESS REPRESENTATIONS OR WARRANTIES OF SELLER SET FORTH IN HEREIN, SELLER HEREBY SPECIFICALLY DISCLAIMS AND NEGATES: (A) ALL WARRANTIES IMPLIED BY LAW ARISING OUT OF OR WITH RESPECT TO THE EXECUTION OF THIS AGREEMENT, ANY ASPECT OR ELEMENT OF THE PROPERTY BURDENED BY THE EASEMENTS, OR THE PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER INCLUDING ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE WATER, SOIL, AND GEOLOGY, THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY ELECT TO CONDUCT THEREON, THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS THEREON (INCLUDING TO THE PRESENCE OF ASBESTOS OR OTHER HAZARDOUS SUBSTANCES) OR COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS; (II) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CURRENT OR POTENTIAL EMINENT DOMAIN PROCEEDINGS, CONDITION OR OTHERWISE; (III) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY GOVERNMENTAL REGULATIONS; (IV) VALUE; (V) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING THE POSSIBILITIES FOR FUTURE DEVELOPMENT OF THE PROPERTY; (VI) THE FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR EASEMENTS; (VII) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (VIII) ADEQUACY OR SUFFICIENCY OF ANY DRAINAGE; (IX) THE FACT THAT ALL OR A

PORTION OF THE PROPERTY MAY OR MAY NOT BE LOCATED ON OR NEAR A NATURAL HAZARD, SUCH AS AN EARTHQUAKE FAULT LINE, A SEISMIC HAZARD AREA, OR A WILDFIRE RISK AREA, OR THE ABILITY OF THE PROPERTY TO WITHSTAND EARTHQUAKE OR FIRE DAMAGE; OR (X) ANY OTHER MATTER.

Buyer's Initials

D. 1542 Waiver. WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION 15. BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BUYER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION.

BUYER'S INITIALS: _____

16. CONTINGENCIES. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon (a) the specific acceptance and approval of the Buyer herein and (b) the authorization by the CPUC of Seller's grant of the Easements to Buyer in accordance with the terms and conditions of this Agreement under Section 851 of the California Public Utilities Code.

The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth hereinabove.

BUYER

CITY OF LAKE FOREST, a
California Municipal corporation

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

SELLER

SOUTHERN CALIFORNIA EDISON
COMPANY,
a corporation

BY: _____

NAME: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____

MAILING ADDRESS OF BUYER

Department of Public Works
100 Civic Center Drive
Lake Forest, CA 92630

APPROVED AS TO FORM

BY: _____
City Attorney

ATTEST

BY: _____
City Clerk

MAILING ADDRESS OF SELLER

Southern California Edison Company
2 Innovation Way, 2nd Floor
Pomona, CA 91768

DATE: _____

Attachment 1

J-18291-A

EXHIBIT "A"

SERIAL NO. 73055A

STREET RIGHT-OF-WAY DEDICATION

BEING A PORTION OF PARCEL 2 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP 83-618, RECORDED DECEMBER 30, 1983 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, BEING ALSO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BAKE PARKWAY, 120 FEET WIDE AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 35°56'08" EAST 89.87 FEET TO THE **POINT OF BEGINNING**;

1) THENCE LEAVING SAID LINE NORTH 35°04'35" EAST 600.20 FEET TO A LINE WHICH IS 9.00' NORTHWESTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF PARCEL 2;

2) THENCE ALONG SAID PARALLEL LINE NORTH 35°56'08" EAST 215.78 FEET;

3) THENCE LEAVING SAID PARALLEL LINE NORTH 06°16'54" WEST 34.94 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF IRVINE BOULEVARD AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 2060.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 41°30'04" WEST;

4) THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°14'51" A DISTANCE OF 8.90 FEET;

5) THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE AND SAID RIGHT-OF-WAY LINE NON-TANGENT TO SAID CURVE SOUTH 06°24'19" EAST 35.06 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF BAKE PARKWAY;

6) THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID NORTHWESTERLY LINE SOUTH 35°56'08" WEST 815.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,850 SQUARE FEET, OR 0.111 ACRES, MORE OR LESS.

SERIAL NO. 73055A

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS SET FORTH IN THAT CERTAIN DOCUMENT RECORDED MAY 18, 1984 AS INSTRUMENT NO. 84-206531 OF OFFICIAL RECORDS.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION


Patrick A. McMichael, L.S. 6187 8-19-2020
Date



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EXHIBIT "A"

SERIAL NO. 73056A

TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF PARCEL 2 IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A PARCEL MAP 83-618, RECORDED DECEMBER 30, 1983 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, BEING ALSO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BAKE PARKWAY, 120 FEET WIDE AS SHOWN ON SAID PARCEL MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 AND ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 35°56'08" EAST 89.87 FEET TO THE **POINT OF BEGINNING**;

- 1) THENCE LEAVING SAID LINE NORTH 35°04'35" EAST 600.20 FEET TO A LINE WHICH IS 9.00' NORTHWESTERLY OF AND PARALLEL WITH SAID SOUTHEASTERLY LINE OF PARCEL 2;
- 2) THENCE ALONG SAID PARALLEL LINE NORTH 35°56'08" EAST 215.78 FEET;
- 3) THENCE LEAVING SAID PARALLEL LINE NORTH 06°16'54" WEST 34.94 FEET TO THE NORTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF IRVINE BOULEVARD AS SHOWN ON SAID PARCEL MAP, SAID POINT BEING THE BEGINNING OF A NON-TANGENT 2060.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY TO WHICH A RADIAL LINE BEARS SOUTH 41°30'04" WEST;
- 4) THENCE ALONG SAID NORTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°12'31" A DISTANCE OF 7.50 FEET;
- 5) THENCE LEAVING SAID LINE NON-TANGENT TO SAID CURVE SOUTH 41°42'35" WEST 9.31 FEET;
- 6) THENCE SOUTH 06°38'58" WEST 39.37 FEET;
- 7) THENCE SOUTH 37°35'24" WEST 151.98 FEET;
- 8) THENCE SOUTH 84°39'26" WEST 9.92 FEET;
- 9) THENCE SOUTH 37°37'15" WEST 43.34 FEET;
- 10) THENCE SOUTH 09°09'23" EAST 10.98 FEET;
- 11) THENCE SOUTH 33°03'44" WEST 220.25 FEET;
- 12) THENCE SOUTH 37°01'52" WEST 165.05 FEET;
- 13) THENCE SOUTH 34°48'21" WEST 120.04 FEET;
- 14) THENCE SOUTH 32°40'47" WEST 94.71 FEET;

SERIAL NO. 73056A

15) THENCE SOUTH 54°55'26" EAST 11.33 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 2, ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF BAKE PARKWAY;

16) THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 2 AND ALONG SAID NORTHWESTERLY LINE NORTH 35°56'08" EAST 10.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 12,847 SQUARE FEET, OR 0.295 ACRES, MORE OR LESS.

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND, AS SET FORTH IN THAT CERTAIN DOCUMENT RECORDED MAY 18, 1984 AS INSTRUMENT NO. 84-206531 OF OFFICIAL RECORDS.

THIS DESCRIPTION IS NOT INTENDED FOR USE IN THE CONVEYANCE OF LAND IN VIOLATION OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA.

PREPARED BY ME OR UNDER MY DIRECTION

 8-19-2024
Patrick A. McMichael, L.S. 6187 Date



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Attachment 2

EXHIBIT 'B' SERIAL NO. 73055A

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 6669 AND STATION GPS NO. 6675 BEING $S65^{\circ}24'56"E$ PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

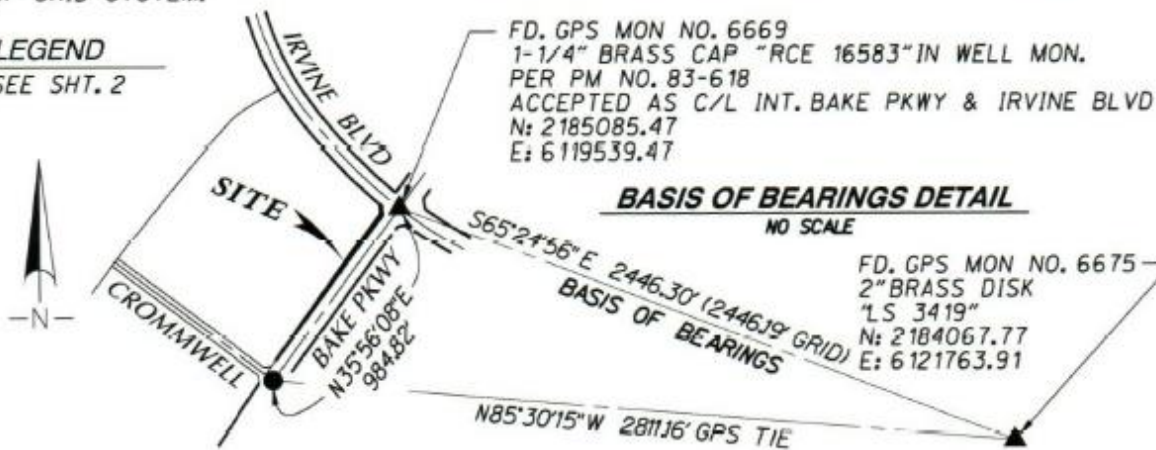
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.99995575.

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

LEGEND

SEE SHT. 2

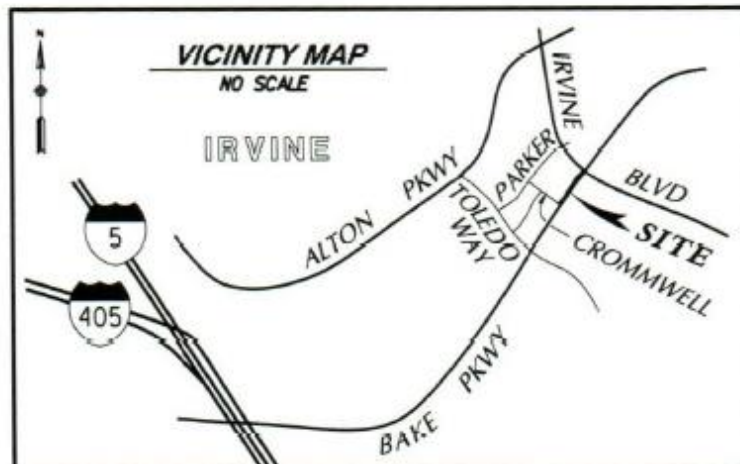


REFERENCE DRAWINGS

PM 83-618 (PMB 185/29-31)

ASSESSOR PARCEL NO.

591-075-03



RICK
ENGINEERING COMPANY

5620 FRIARS ROAD J. 18291-A
SAN DIEGO, CA 92110
619-291-0707
(FAX) 619-291-4165

Patrick A. McMichael
PATRICK A. McMICHAE, LS 6187

8-19-2024
DATE

STREET RIGHT-OF-WAY DEDICATION

OVER A PORTION OF PARCEL 2 OF PARCEL MAP 83-618 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 3

EXHIBIT 'B'

SERIAL NO. 73055A

LEGEND

 STREET RIGHT-OF-WAY DEDICATION
CONTAINING 4850± S.F. OR 0.111± AC.

(R) RADIAL BEARING

PAR PARCEL

POC POINT OF COMMENCEMENT

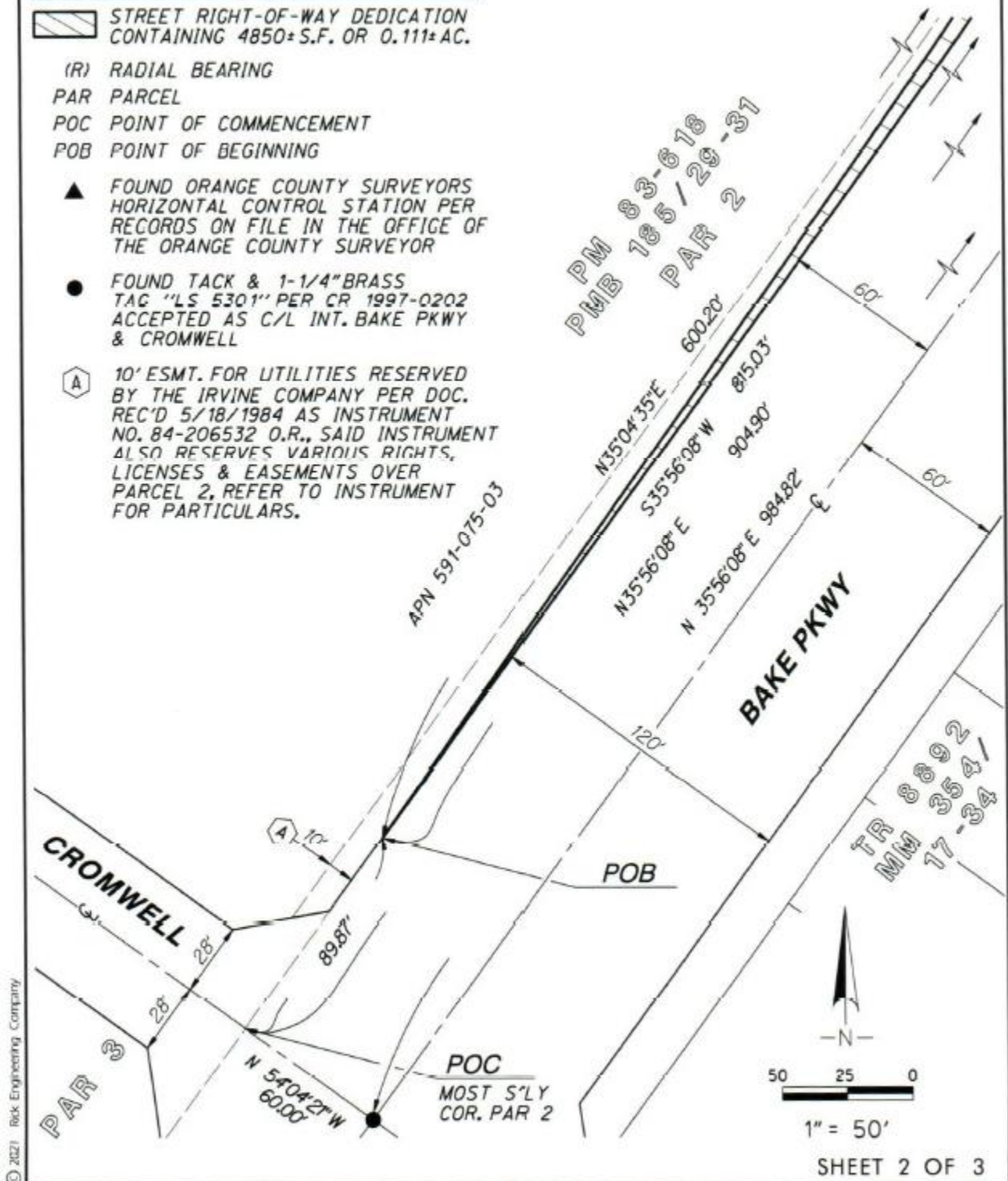
POB POINT OF BEGINNING

▲ FOUND ORANGE COUNTY SURVEYORS
HORIZONTAL CONTROL STATION PER
RECORDS ON FILE IN THE OFFICE OF
THE ORANGE COUNTY SURVEYOR

● FOUND TACK & 1-1/4" BRASS
TAG "LS 5301" PER CR 1997-0202
ACCEPTED AS C/L INT. BAKE PKWY
& CROMWELL

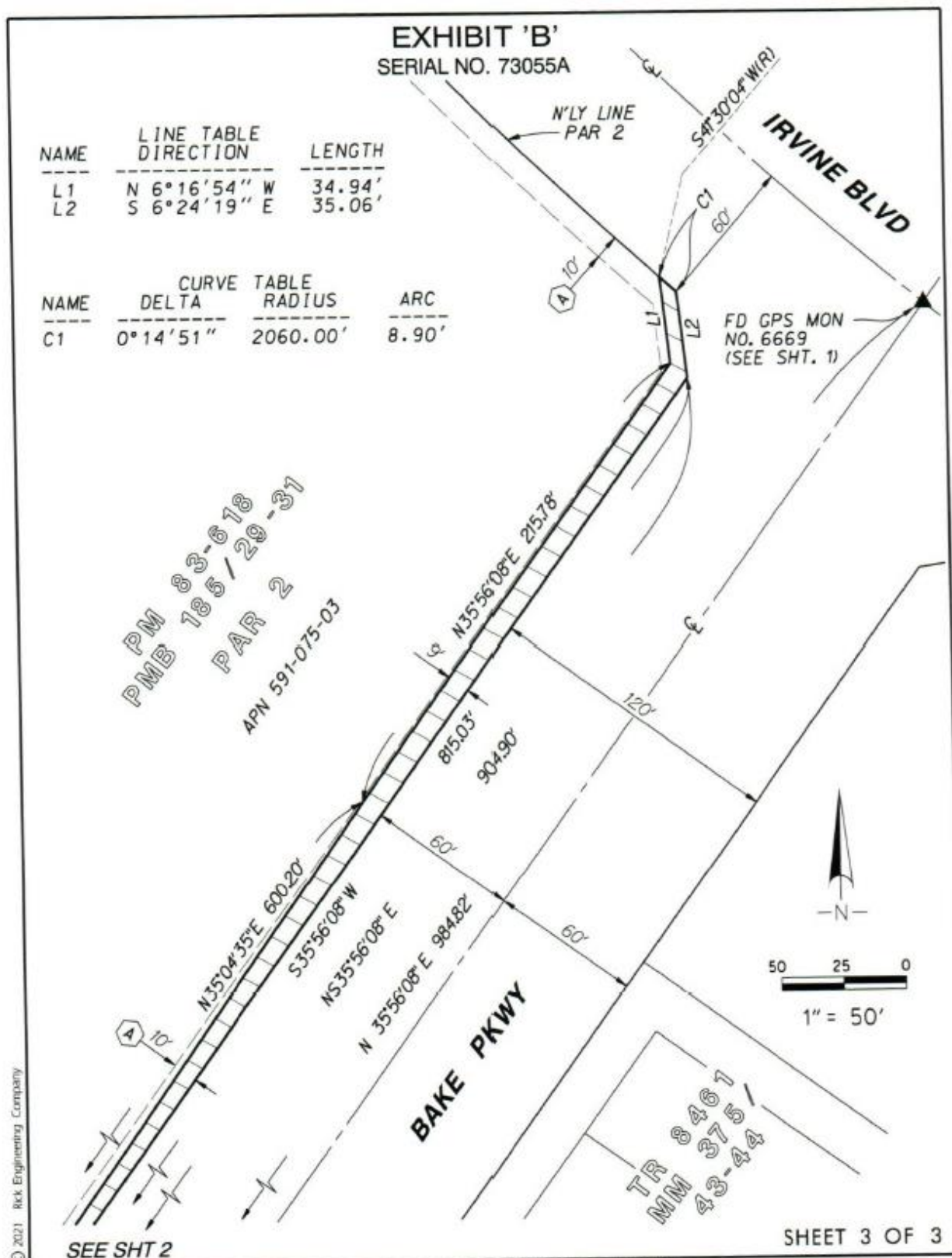
⬢ 10' ESMT. FOR UTILITIES RESERVED
BY THE IRVINE COMPANY PER DOC.
REC'D 5/18/1984 AS INSTRUMENT
NO. 84-206532 O.R., SAID INSTRUMENT
ALSO RESERVES VARIOUS RIGHTS,
LICENSES & EASEMENTS OVER
PARCEL 2, REFER TO INSTRUMENT
FOR PARTICULARS.

SEE SHT 3



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EXHIBIT 'B'

SERIAL NO. 73056A

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 6669 AND STATION GPS NO. 6675 BEING $S65^{\circ}24'56''E$ PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

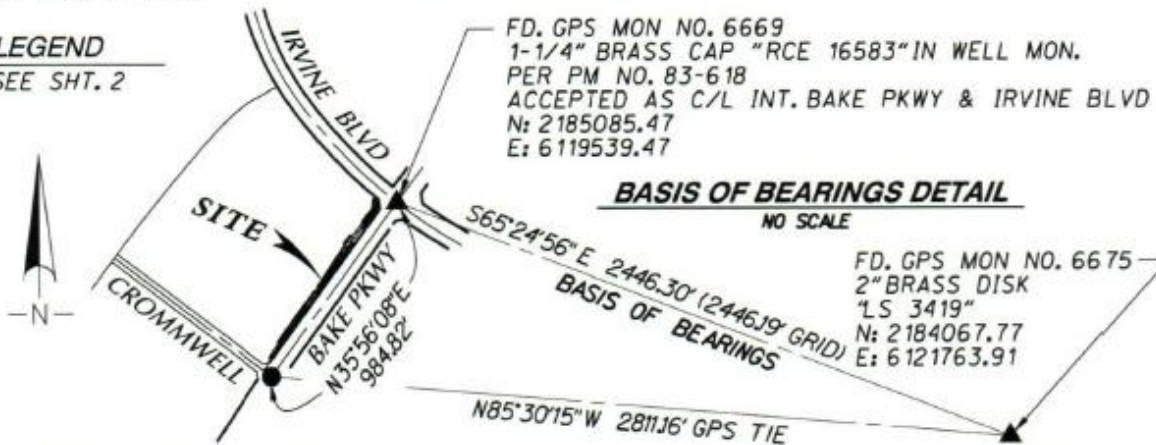
COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT).

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCES BY 0.99995575.

QUOTED BEARINGS FROM REFERENCE MAPS OR DEEDS MAY OR MAY NOT BE IN TERMS OF SAID SYSTEM.

LEGEND

SEE SHT. 2

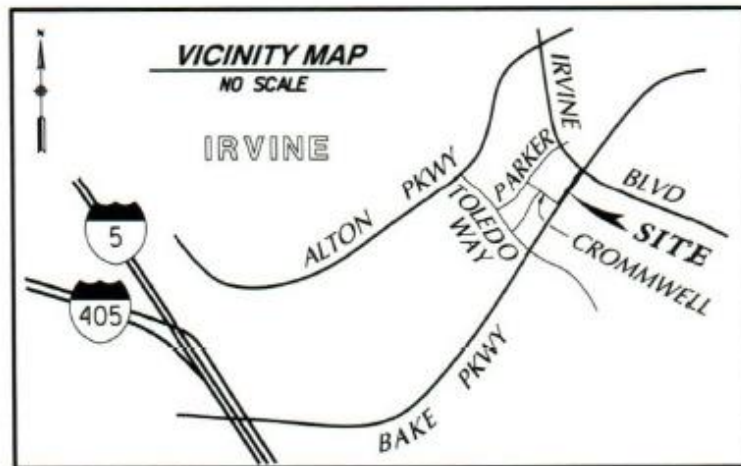


REFERENCE DRAWINGS

PM 83-618 (PMB 185/29-31)

ASSESSOR PARCEL NO.

591-075-03



RICK
ENGINEERING COMPANY

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Patrick A. McMichael
PATRICK A. McMICHAE, LS 6187

819-2041
DATE

TEMPORARY CONSTRUCTION EASEMENT

OVER A PORTION OF PARCEL 2 OF PARCEL MAP 83-618 IN BOOK 185, PAGES 29, 30 AND 31 OF PARCEL MAPS IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA

SHEET 1 OF 3

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SERIAL NO. 73056A

(R) RADIAL BEARING

PAR PARCEL

POC POINT OF COMMENCEMENT

POB POINT OF BEGINNING

- ▲ FOUND ORANGE COUNTY SURVEYORS
HORIZONTAL CONTROL STATION PER
RECORDS ON FILE IN THE OFFICE OF
THE ORANGE COUNTY SURVEYOR

- FOUND TACK & 1-1/4" BRASS
TAG "LS 5301" PER CR 1997-0202
ACCEPTED AS C/L INT. BAKE PKWY
& CROMWELL

- 10' ESMT. FOR UTILITIES RESERVED
BY THE IRVINE COMPANY PER DOC.
REC'D 5/18/1984 AS INSTRUMENT
NO. 84-206532 O.R., SAID INSTRUMENT
ALSO RESERVES VARIOUS RIGHTS,
LICENSES & EASEMENTS OVER
PARCEL 2, REFER TO INSTRUMENT
FOR PARTICULARS.

| NAME | LINE TABLE DIRECTION | LENGTH |
|------|-------------------------|--------|
| L7 | S 54°55'26" E | 11.33' |
| L8 | N 35°56'08" E | 10.00' |

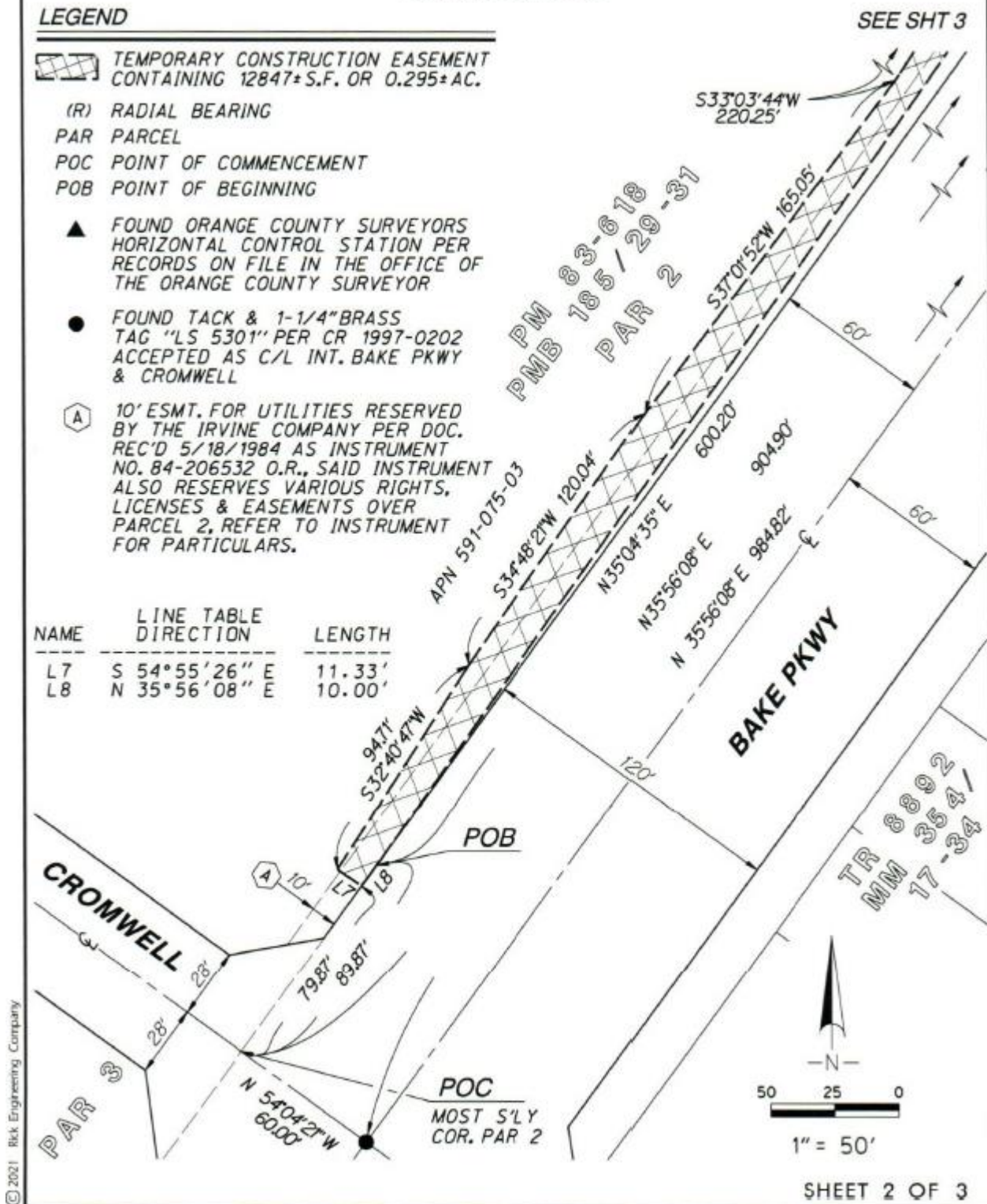
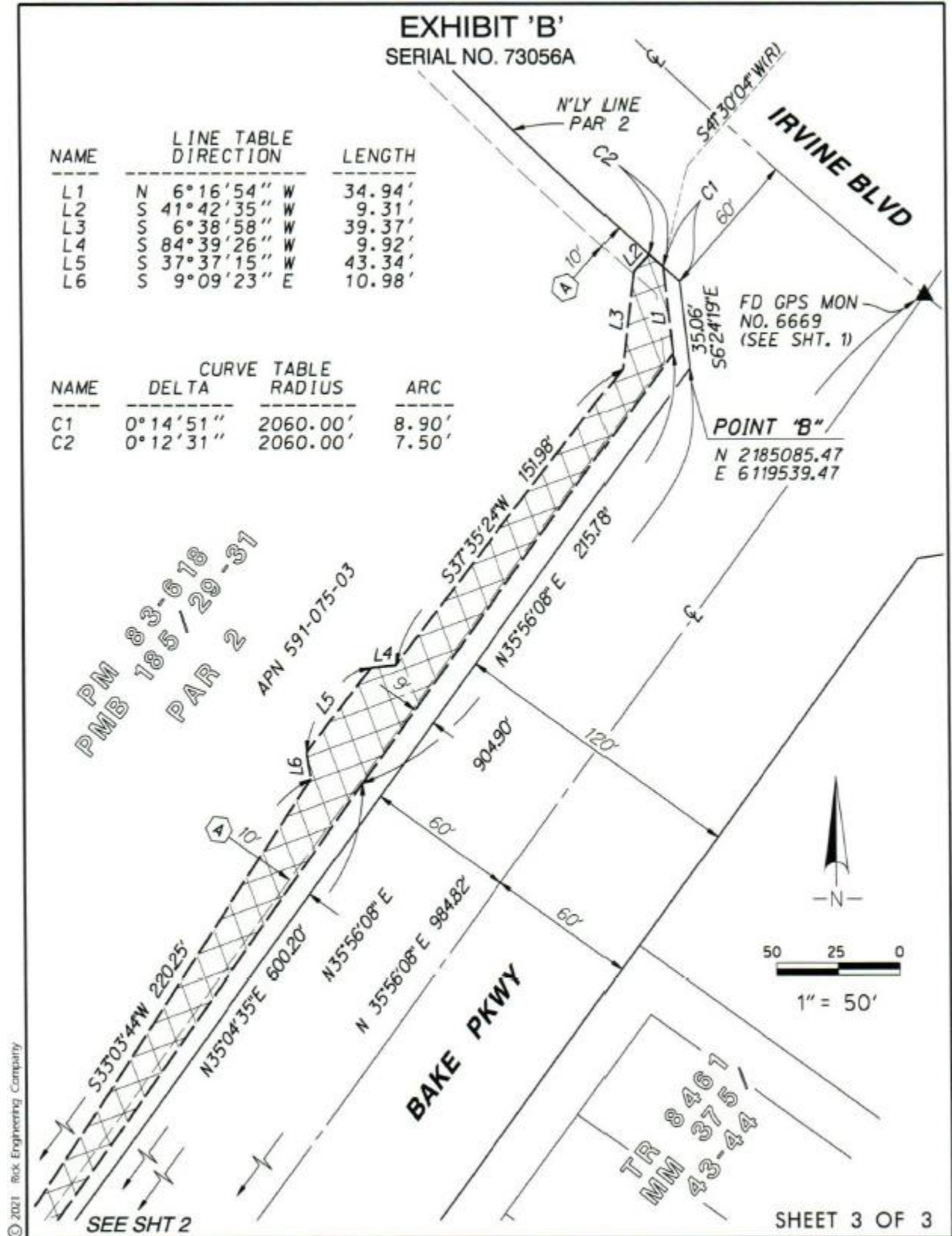


EXHIBIT 'B'
SERIAL NO. 73056A

| NAME | LINE | TABLE | DIRECTION | LENGTH |
|------|------|-----------|-----------|--------|
| L1 | N | 6°16'54" | W | 34.94' |
| L2 | S | 41°42'35" | W | 9.31' |
| L3 | S | 6°38'58" | W | 39.37' |
| L4 | S | 84°39'26" | W | 9.92' |
| L5 | S | 37°37'15" | W | 43.34' |
| L6 | S | 9°09'23" | E | 10.98' |

| NAME | CURVE | TABLE | DELTA | RADIUS | ARC |
|------|----------|----------|-------|--------|-------|
| C1 | 0°14'51" | 2060.00' | | | 8.90' |
| C2 | 0°12'31" | 2060.00' | | | 7.50' |



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