

ENCROACHMENT AGREEMENT
(Nutwood Pedestrian / Titan Gateway Bridge)

By and Between
THE CITY OF FULLERTON,
a municipal corporation,
and
THE CALIFORNIA STATE UNIVERSITY, FULLERTON

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Exhibits

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ENCROACHMENT AGREEMENT
(Nutwood Pedestrian / Titan Gateway Bridge)

THIS ENCROACHMENT AGREEMENT (Nutwood Pedestrian / Titan Gateway Bridge) ("EA") is made in Orange County, California as of _____, by and between THE CITY OF FULLERTON, a municipal corporation ("City"), and the Board of Trustees of the California State University acting through its CALIFORNIA STATE UNIVERSITY, FULLERTON campus, ("University") (University is also hereinafter referred to as "Permittee").

1. **Recitals.** This EA is made with reference to the following facts:

- A. University is the record fee owner of the parcel owned at the northeasterly corner of the intersection of Nutwood Avenue and Commonwealth Avenue; and CSU Fullerton Auxiliary Services Corporation "ASC" is the record fee owner of the parcel owned at the southeasterly corner of the intersection of Nutwood Avenue and Commonwealth Avenue (Permittee's Properties as hereinbelow defined) located on the northerly and southerly sides of Nutwood Avenue, within the City of Fullerton, between which Properties Permittee wishes to construct, and for which Permittee has made and will further make application to the City for a permit to construct, use and maintain, a pedestrian bridge over a portion of Nutwood Avenue.
- B. Nutwood Avenue is an approximately 100-foot wide easement for road and public utilities granted to the City.
- C. The construction and maintenance of the pedestrian bridge will benefit the Permittee and the City by facilitating pedestrian movement across Nutwood Avenue, thereby relieving traffic congestion.

NOW THEREFORE, the City, pursuant to action taken by its City Council, hereby grants to Permittee, and to its successors and assigns, a right to encroach over and across Nutwood Avenue at the location described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by this reference for the construction, inspection, maintenance, repair, and use of the pedestrian bridge and related facilities as hereinbelow defined (the "Pedestrian Bridge"); and for the full, free and quiet use, operation and enjoyment of the Pedestrian Bridge by Permittee and public, and their successors-in-interest, assigns, licensees and invitees; subject to obtaining appropriate building and engineering permits and subject to the following terms and conditions:

- 2. **Affected Parcels.** "Permittee's Properties" shall mean collectively those parcels of real property located in the City of Fullerton, County of Orange, State of California as follows: (a) the parcels owned by University at the northeasterly corner of the intersection of Nutwood Avenue and Commonwealth Avenue in the City of Fullerton, the legal descriptions of which are more particularly set forth on Exhibit C attached hereto and by this reference made a part hereof; and (b) the parcels owned by ASC at the southeasterly corner of the intersection of Nutwood Avenue and Commonwealth Avenue in the City of Fullerton, the legal descriptions of which are more particularly set forth on Exhibit C attached hereto and by this reference made a part hereof.
- 3. **Pedestrian Bridge.** "Pedestrian Bridge" shall mean and encompass related facilities, and may include, without limitation, an enclosed walkway; connections between the walkway and adjoining properties; a bridge or overpass structure supporting said walkway and connections; related lighting fixtures, drains and railings and decorative structures; pipes, lines, wires, mains, conduits, ducts, vents and related equipment and facilities for the transmission of electricity, air, , and communication which are reasonably necessary for the use of the Pedestrian Bridge, but not for other purposes, whether now known or hereafter developed; footings, piles, pile caps, posts and other foundation and supporting structures; and any other facilities which may be related to or associated with any of the foregoing;

provided, however, that notwithstanding anything to the contrary set forth herein, Permittee acknowledges and agrees that the City shall have the right to impose limitations in its good faith, reasonable discretion on the transport of materials within the Pedestrian Bridge or uses of the Pedestrian Bridge which would constitute an unsafe, dangerous or unhealthful condition. Permittee shall not install or have the right to install any additional facilities, equipment, structures, etc. of any kind for the benefit of third parties. The Pedestrian Bridge is shown on the diagram hereto attached as Exhibit B and by this reference made a part hereof, as more particularly described by the legal description of the Pedestrian Bridge attached hereto as Exhibit A and by this reference made a part hereof.

4. Encroachment Permit To Be Granted.

- (a) Issuance of an encroachment permit is subject to approval of the construction plans and specifications for the Pedestrian Bridge by the City, which shall not be unreasonably withheld. Approval process shall include submittal of project approvals from all other agencies and jurisdictions with authority over the project.
- (b) Following application for a construction encroachment permit and approval thereof by the City Engineer, the Permittee, and its successors-in-interest and assigns, may occupy Nutwood Avenue as depicted on Exhibit B for the sole purpose of constructing, inspecting, using, repairing, operating and maintaining, at Permittee's sole cost and expense, the Pedestrian Bridge, including rights of ingress and egress over and across a portion of Nutwood Avenue to the extent necessary to repair and maintain the Pedestrian Bridge. Any inspection, maintenance or repair activity conducted or intended to be conducted during the term of this EA, which involves obstruction of sidewalk and/or roadway within the public right of way shall require issuance of a separate encroachment permit from the City at that time. Any restoration or replacement of the Pedestrian Bridge following its destruction or damage materially affecting its structural integrity or safety, or replacement for any other reason, shall require issuance of a separate encroachment permit issued by the City Engineer.
- (c) The rights granted Permittee shall be appurtenant to Permittee's Properties, and the rights and covenants herein contained shall run with the lands described in Section 1 hereinabove and shall be binding upon and inure to the benefit of the successors and assigns of Permittee.
- (d) This EA is made under provisions of the Fullerton Municipal Code and is subject to all of the terms and conditions contained in said Code. This EA provides only a right of use as provided herein, and does not give Permittee any added interest, title, estate or right of any kind or extent whatsoever, whether legal or equitable, prescriptive or otherwise, in any public right of way (or any portion thereof). Nothing contained in this EA nor the acts of the parties hereto nor by any third party shall be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture, or of any association between or among the parties to this EA. Notwithstanding any other provision of this EA, University does not waive any of its sovereign immunity rights as the State of California acting in its higher education capacity.
- (e) The City reserves all rights not expressly granted herein. The City's and public's rights in, over and under Nutwood Avenue shall remain primary to Permittee's rights, and the existing rights of the public in, over, and under Nutwood Avenue shall remain and continue in full force and effect and shall in no way be affected by the City's grant of the Permit, , and except as may reasonably be required during construction and maintenance upon prior written approval of the City Engineer, such approval to not be unreasonably withheld.

5. Construction.

- (a) Permittee shall require their constructing contractor provide a bond(s) to guarantee completion of

the construction as described below. A copy shall be provided to the City.

- i. The bond shall be issued by a responsible surety company, licensed to do business in California, in an amount not less than the reasonable construction cost of the Pedestrian Bridge and shall remain in full effect until the entire cost of the work has been paid in full. Bond shall state the following:
 1. That it is conditioned to secure the completion of the proposed construction of the Pedestrian Bridge, free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen;
 2. That the construction work shall be effected by the Permittee, the general contractor or, on their default, the surety;
 3. That the surety will defend and indemnify the City against all loss, cost, damage, expense and liability out of or connected with the work of improvement.
- (b) After completion of the Pedestrian Bridge, all subsequently proposed material changes which would modify or otherwise affect the exterior appearance of the Pedestrian Bridge (including, without limitation, any material change in the color, texture or other aspect of the exterior finish) shall be subject to the approval of the City, which shall not be unreasonably withheld. Notwithstanding any other provision of this EA, University does not waive any of its sovereign immunity rights as the State of California acting in its higher education capacity.
- (c) Any relocation of a facility owned or operated by a public utility company, such as, without limitation, gas mains, power lines, electrical systems, steam pipes, telephone or communications lines, necessitated by the construction or location of the Pedestrian Bridge shall be done at the expense of Permittee. No such relocation, however, shall be done unless prior written approval therefor has been obtained from the affected public utility and notice has been given to the City. Permittee shall, at its own expense, restore to City standards all curbs, sidewalks, pavements, and other public improvements damaged or altered as a result of construction of the Pedestrian Bridge to the satisfaction of the City Engineer. All work in the public right-of-way shall be accomplished only after obtaining an encroachment permit for same.
- (d) In exercising the incidental rights of ingress and egress over and across a portion of the Nutwood Avenue, Permittee must use reasonable care and shall restore Nutwood Avenue to the condition it was in on the date prior to the date any work is performed by Permittee, or caused to be performed by Permittee on the Pedestrian Bridge or on Nutwood Avenue. Such restoration work shall specifically include, but is not limited to, repair or replacement of any pavement, curbs and gutters, structures, landscaping, fences, sidewalk, driveways or other improvements on or adjacent to Nutwood Avenue that are removed, damaged or destroyed by Permittee or Permittee's agents, employees or invitees. Further, Permittee shall reimburse the City any costs related to damage, loss of use and/or restoration of improvements within the public right of way.
- (e) In the event that construction of the Pedestrian Bridge is not completed pursuant to the agreed upon construction schedule, (subject to casualty, acts of God and other circumstances beyond Permittee's reasonable control), or in the event Permittee otherwise fails to construct or maintain the Pedestrian Bridge in accordance with any of the material conditions herein set forth, the City shall give Permittee written notice of the deficiency. This notice shall state in reasonable detail the nature of the deficiency and the steps necessary to cure the deficiency. If Permittee fails to cure the deficiency within 60 days after receipt of written notice from the City, or if such deficiency cannot be cured within 60 days, then within a time period as agreed upon by the Parties after meeting and conferring on such time frame, the City may terminate this Agreement and any Encroachment Permit issued pursuant to this EA by resolution of the City Council upon a finding by the City Council that Permittee has failed to comply with a material condition of the Encroachment Permit or of this EA. Permittee shall be provided reasonably advance notice of such hearing with copies of all staff

- recommendations and other information or evidence to be presented against Permittee, shall be given timely notice of such City Council proceedings, and shall be provided an opportunity to present evidence on Permittee's behalf before the City Council in connection with such termination proceedings. In the event that this EA or any permit issued hereunder is so terminated, Permittee shall, at its sole expense, remove or demolish all of the Pedestrian Bridge at its sole expense and at no cost to the City within six months of the termination of the Agreement and any associated permit or within a time period as agreed upon by the Parties after meeting and conferring on such time frame; and Permittee agrees that if, upon notice from the City pursuant to this Section, Permittee fails to remove or demolish the Pedestrian Bridge within the required time period, the City may do so with total expenses and costs incurred in connection therewith being a direct obligation of Permittee, which Permittee shall pay to the City upon written demand.
- (f) A detailed traffic plan shall be submitted to the City Engineer for review and approval prior to the commencement of any construction on the Pedestrian Bridge. Said plan shall include traffic patterns, delineation, placement and permissible hours of construction and lane closures. Any material deviations from these plans shall be deemed reasonable cause for City to halt construction until the irregularity has been corrected. Except as approved by the City Traffic Engineer, a minimum of two lanes in each direction shall be maintained on Nutwood Avenue at all times.
- (g) Permittee shall defend and indemnify the City, its employees, officers, and agents from any and all loss, cost, damage, injury, liability or expense arising out of or in connection with the activities and operations conducted by Permittee, its officers, contractors, agents and employees in the connecting, installing, constructing, using, repairing, restoring, operating and maintaining of the Pedestrian Bridge or in excavating Nutwood Avenue or Commonwealth Avenue or public grounds in the City, including the paving, repaving, or repairing of any of the public streets, highways or public property in the City including, without limitation, any claim that the Pedestrian Bridge installed pursuant to plans and specifications is defective or unsafe or that it is otherwise the cause of any damage or injury, except to the extent such loss, cost, damage, injury, liability or expense is caused by the negligence or misconduct of the City or its employees or agents. Further, Permittee shall ensure that any contractor retained to construct the Pedestrian Bridge meets all insurance requirements contained in this Agreement throughout all phases of construction of the Pedestrian Bridge. Nothing in this section shall be construed as limiting in any way the provisions of Section 12 (Insurance and Indemnification) hereof or the extent to which Permittee may be held responsible for payments of damages to persons or property.
- (h) City shall defend and indemnify the State of California, the Trustees of the California State University, California State University, Fullerton, its employees, officers, and agents ("University Indemnified Parties") from any and all loss, cost, damage, injury, liability or expense arising out of or in connection with the negligence or misconduct of the City or its employees, officers, contractors, or agents relating to the Pedestrian Bridge except to the extent that such loss, cost, damage, injury, liability or expense is caused by the negligence or misconduct of a University Indemnified Party.

6. Post-Construction, Maintenance.

- (a) Permittee shall be further obligated to maintain, at its own sole cost and expense, the Pedestrian Bridge in accordance with and in conformity with plans and specifications approved by the City Engineer, and City standards and statutory requirements. The Pedestrian Bridge and its components shall be installed and maintained in a safe and sanitary condition, at the sole cost, risk and responsibility of Permittee and its successors in interest; and, without limiting the generality of the foregoing, Permittee shall: (1) keep and maintain the interior and exterior of the Pedestrian Bridge in good order, condition and repair, in accordance with good engineering, maintenance, sanitary

- and fire and accident prevention practices, and in good, clean and presentable appearance; and (2) operate, use and maintain the Pedestrian Bridge in accordance with all applicable laws in effect from time to time. Copies of maintenance records shall be provided to the City upon request.
- (b) In the event that the Pedestrian Bridge is damaged or destroyed, Permittee shall, at no cost to the City, take such measures as may be required to prevent injury to persons or damage to property, and shall, at no cost to City, either: (1) commence to repair, the Pedestrian Bridge within a reasonable period of time after the casualty, and thereafter prosecute the repair with reasonable diligence (subject to casualty, acts of God and other circumstances beyond Permittee's reasonable control); (2) if the Pedestrian Bridge has been destroyed or suffered damage materially affecting its structural integrity or safety, to promptly seek City permission to restore or replace the Pedestrian Bridge, and if such permission is granted (and which shall not unreasonably be withheld), to thereafter prosecute the restoration or replacement with reasonable diligence (subject to casualty, acts of God and other circumstances beyond Permittee's reasonable control); or (3) remove the Pedestrian Bridge (including, without limitation, the foundation and supporting structures) from the public right of way and restore the City property to its original condition to the extent reasonably feasible.
- (c) Permittee shall complete bridge inspection at regular intervals as recommended by the California Department of Transportation or any other agency with jurisdiction over or which inspects bridges, but no less than every three (3) years. Inspection shall be completed by a structural engineer, registered in the State of California, and experienced with the required work. Permittee shall be solely responsible for paying any and all inspection fees required therefor. Copies of the inspection reports will be provided to the City upon request.
- (d) No advertisements whatsoever shall be permitted due to public safety considerations, and any and all exterior lighting and signage proposed shall be subject to the approval of the City Engineer, which shall not be unreasonably withheld. However, the City reserves the right, at its sole cost, risk and responsibility, to install or permit installation of City traffic control or street identification signs; provided, however, that those certain traffic control or street identification signs which are shown in the plans for the Pedestrian Bridge shall be installed by Permittee at Permittee's sole cost, risk and responsibility; provided, however, that the City shall maintain, at its sole cost, risk and responsibility, all traffic control and street identification signs installed on the Pedestrian Bridge, regardless of whether they were first installed by Permittee or by the City, and the City shall have the right of access on and to the Pedestrian Bridge at all reasonable times to perform such maintenance, subject to reasonable notice to Permittee (except in case of emergency). Any and all traffic control or street identification signs proposed by the City shall be subject to the approval of the Permittee, which shall not be unreasonably withheld.
- (e) Permittee shall be solely responsible for establishing and enforcing security measures and hours of operation for the Pedestrian Bridge. This includes implementing reasonable controls to discourage, unauthorized use. Permittee shall coordinate with the City as necessary to address ongoing public safety concerns.
- (f) Further, Permittee shall ensure that any contractor retained to inspect, maintain, operate, repair, restore or replace the Pedestrian Bridge meets all insurance requirements contained in this Agreement throughout the course of their work relating to the Pedestrian Bridge. Nothing in this section shall be construed as limiting in any way the provisions of Section 12 (Insurance and Indemnification) hereof or the extent to which Permittee may be held responsible for payments of damages to persons or property.

7. **Relocation, Removal, Termination.**

- (a) This Agreement shall be without a fixed termination date but is subject to revocation by the City if and only when the City Council of the City may determine, after hearing and opportunity for Permittee to be heard, that the public health, safety or welfare require such revocation. Such hearing shall include a mutually agreed third-party entity, paid for by Permittee, to validate this determination. Permittee shall, within twelve (12) months after receipt of written notification of the revocation of this Agreement or any permit to be granted in connection with this Agreement, remove or cause to be removed the encroachment hereby permitted. The costs associated with demolition and removal of said structure shall be the responsibility of the Permittee. ~~the responsibility of Permittee.~~ If the Bridge is abandoned or not used for any reason for a period of twelve (12) consecutive months, then Permittee, after being given notice and an opportunity to cure, may be required by the City to remove the Bridge at Permittee's sole expense within one hundred eighty (180) days after the completion of the twelfth (12th) consecutive month of abandonment or cessation of use.
- (b) If the City Council of the City acts to revoke this Agreement or any permit (once issued) pursuant to this Agreement, in whole or in part, at any time and for any reason, with cause or for any of the reasons described in the Fullerton Municipal Code (as the same may be amended from time to time), the City shall provide Permittee not less than twelve (12) months prior written notice to relocate or remove the Pedestrian Bridge. Upon the expiration of said twelve (12) month period, this Agreement and any encroachment or construction permits to be granted in connection with this Agreement or remaining outstanding shall automatically terminate and be of no further force or effect.
- (c) If the Pedestrian Bridge has, in the reasonable opinion of the City's Building Official, the City Engineer, a qualified engineer retained by the City for the purpose of evaluating the safety risks of the bridge, or the California Department of Transportation, become a hazard or created an immediate risk to the public health, safety and welfare, the Pedestrian Bridge shall be removed in the time deemed necessary by order of the Building Official, City Engineer, or other responsible public official.

- 8. **Successors and Assigns.** This Agreement shall forthwith be recorded by the City in the Office of the Recorder for the County of Orange. Each and all of the grants, permits, reservations, terms, covenants and agreements set forth herein shall be binding upon, and inure to the benefit of, the successors-in-interest and assigns of each party hereto. Nothing in this Agreement is intended to or does establish the parties as partners, co-venturers or principal and agent with one another herein.
- 9. **Waiver of Breach.** No waiver by any Party of any breach or default hereunder shall be deemed a waiver of any other breach or default, and no delay or forbearance by any Party hereunder in enforcing any of its rights or remedies shall be deemed a waiver of any such rights or remedies, unless such waiver is embodied in a writing signed by the authorized representative of the party to be bound.
- 10. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, and shall in no way affect, impair or invalidate any other provision of this Agreement.
- 11. **Time of Essence.** Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.
- 12. **Insurance and Indemnification.** Permittee shall be responsible to the City for all liability whatsoever for personal injury or property damage which may arise in connection with the Pedestrian Bridge,

regardless of location either on or over public right-of-way, or on or over private property except to the extent such loss, cost, damage, injury, liability or expense is caused by the negligence or misconduct of the City or its employees or agents. In the event any claim of liability is made against the City, or any department, officer, agent, volunteer or employee thereof, Permittee shall defend, indemnify and hold them, and each of them, harmless from any and all loss, cost and expense arising out of any liability or such claim of liability, for any personal injury and/or bodily injury to any person(s), including injuries to Permittee's employees, officers or invitees, contractual liability or damage to property sustained arising out of or in connection with Permittee's activities and operations, and the construction, occupancy, and use of the Pedestrian Bridge and the public right of way on which it is constructed, as well as those of Permittee's vendors, contractors and employees, whether or not such activity, operation, or use is authorized by Permittee or by City, and Permittee shall pay any judgment rendered as to any such suit or claim. Provided, however, that nothing hereinabove set forth shall prevent Permittee from raising any and all defenses to which Permittee may be entitled as to liability for any such personal injury or property damage, despite Permittee's indemnification obligations hereunder.

-Permittee shall procure and maintain during the life of this EA comprehensive general liability insurance, commercial general liability insurance, or self-insurance, written on an occurrence basis and providing for a minimum \$2,000,000.00 per occurrence with a \$4,000,000.00 aggregate for bodily injury, death, or property damage, insuring against any claim for injuries to persons or damages to property that may arise from or in connection with Permittee's performance or non-performance under the terms and conditions of this EA. The insurance policies or self-insurance shall name the other Parties, their officers, agents, employees, and volunteers as additional insureds.

Insurance policies required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other Parties.

13. **Transfer and Assignment.** No Party shall assign its rights and obligations under this EA without the prior written approval of the other Parties.
14. **Notices.** All notices provided for in this EA shall be deemed given when deposited in the U.S. Mail as prepaid registered or certified mail addressed to the parties or by companies other than the United States Postal Service that provide the same function as certified mail with return receipts as follows:

To City:	City Engineer & Director of Public Works City of Fullerton 303 West Commonwealth Fullerton, CA 92832
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With copy to:	City Manager City of Fullerton 303 West Commonwealth Fullerton, CA 92832
---------------	---

-and-	City Attorney Jones Mayer Law 3777 N. Harbor Boulevard Fullerton, CA 92835
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To Permittee:	Dr. Ronald S. Rochon President The California State University - Fullerton 800 N. State College Boulevard Fullerton, CA, 92831
With copy to:	Mr. Paul Gannoe Assistant Vice Chancellor The California State University 401 Golden Shore Long Beach, CA 90802
-and-	Mr. Andy Maiorano University Counsel The California State University 401 Golden Shore Long Beach, CA 90802

Any party may change its address or the persons to be noticed under this Section by written notice to the other party.

15. **Governing Law.** The interpretation and enforcement of this EA shall be controlled by the laws of the State of California. Any litigation arising from the performance or non-performance of any Party(ies) under this EA shall take place exclusively in federal or state court located in Orange County, California.
16. **Intentionally Omitted.**
17. **Integration.** This EA constitutes the entire agreement among the parties concerning the subject matter of the Pedestrian Bridge, and shall supersede all prior agreements, whether written or oral. Any amendment to this EA must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the City has caused this EA to be executed by the Mayor of the City of Fullerton on the day and year above first written and attested to by the City Clerk of the City of Fullerton.

"CITY"

CITY OF FULLERTON

By: _____
Fred Jung, Mayor

ATTEST:

By: _____
City Clerk


APPROVED AS TO FORM:

By: _____

Name: _____

PERMITTEE HEREBY ACCEPTS THE FOREGOING ENCROACHMENT AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS THEREOF.

**THE BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY**, acting
through its CALIFORNIA STATE
UNIVERSITY, FULLERTON campus

By:  _____
Alex Porter Jul 7, 2025 16:16 PDT

Name: **Alex Porter** _____

EXHIBIT A

to

ENCROACHMENT AGREEMENT

(Nutwood Pedestrian / Titan Gateway Bridge)

LEGAL DESCRIPTION OF PEDESTRIAN BRIDGE
OVER NUTWOOD AVENUE

EXHIBIT "A"
LEGAL DESCRIPTION
Pedestrian Bridge over Nutwood Avenue

A strip of land, 20.00 feet wide, over that portion of Nutwood Avenue, 100.00 feet wide, in the City of Fullerton, County of Orange, State of California, lying within that portion of Fractional Section 25, Township 3 South, Range 10 West, in the Rancho San Juan Cajon De Santa Ana per map recorded in Book 51, Page 7 of Miscellaneous Maps in the office of the County Recorder of said County, bounded as follows:

On the West by the northerly prolongation of the westerly line of Parcel 1 shown on a map filed in Book 26, Page 37 of Parcel Maps in the office of the County Recorder of said County;

On the North by a line that is parallel with and 100.00 feet northerly of the northerly line of said Parcel 1;

On the East by a line that is parallel with and 20.00 feet easterly of the northerly prolongation of the westerly line of said Parcel 1;

On the southeast by that certain curve, shown as being concave southeasterly, having a radius of 27.00 feet, a central angle of 90°36'38" and an arc length of 42.70 feet in the northwesterly boundary of said Parcel 1.

Containing 2,156 square feet, more or less.

Shown graphically on Exhibit B, attached hereto and made a part hereof.

This real property description has been prepared at Mark Thomas & Company Inc. by me or under my direction in conformance with the Professional Land Surveyor's Act.

Mark Thomas & Company, Inc.

Teri Kahlen 3/3/2025
Teri Kahlen, PLS 8746



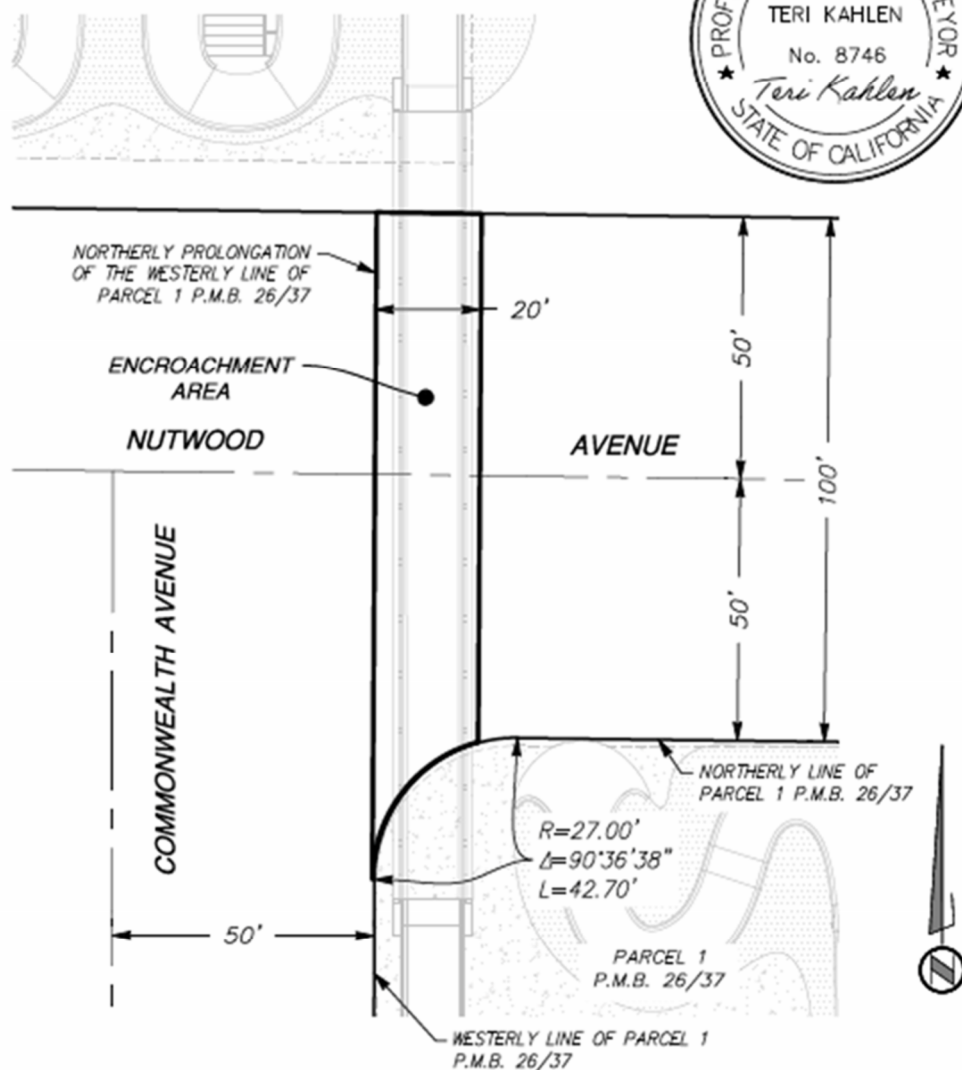
EXHIBIT B

to

ENCROACHMENT AGREEMENT
(Nutwood Pedestrian / Titan Gateway Bridge)

DIAGRAM OF PEDESTRIAN BRIDGE
OVER NUTWOOD AVENUE

FRACTIONAL SECTION 25, T. 3 S., R. 10 W.,
RANCHO SAN JUAN CAJON DE SANTA ANA



LEGEND

P.M.B. PARCEL MAP BOOK
ENCROACHMENT AREA

SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 30'
Date: Mar, 2025
Drawn By AK
Checked By TK

Exhibit B
Pedestrian Bridge over
Nutwood Avenue
Plat to Accompany Legal Description
In the City of Fullerton
Orange County, California

EXHIBIT C

to

ENCROACHMENT AGREEMENT (Nutwood Pedestrian / Titan Gateway Bridge)

LEGAL DESCRIPTIONS OF PERMITTEE’S PROPERTIES

Parcel “A” – APN 029-180-35. As shown on the following APN map.

Parcel “B” – APN 338-081-01. As shown on the following APN map.

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. ALL RIGHTS RESERVED.
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338-16

338-15

338-13

337-12

$$\begin{array}{r} 23 \\ 24 \\ \hline 26 \\ 25 \end{array}$$

MARCH 1949

283-06

283-07

283-09

DOROTHY 283-29
LANE
ASSESSOR'S BLOCK
PARCEL NUMBERS
SHOWN IN CIRCLES

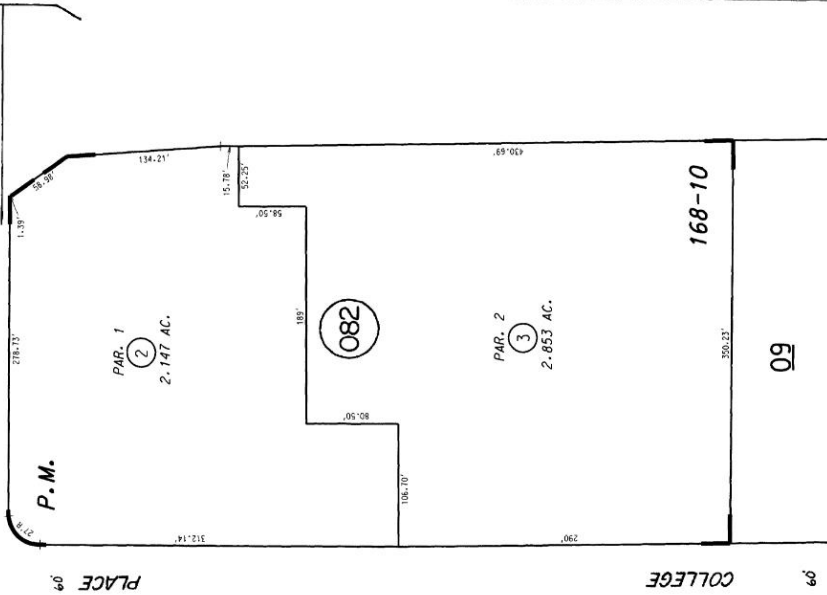
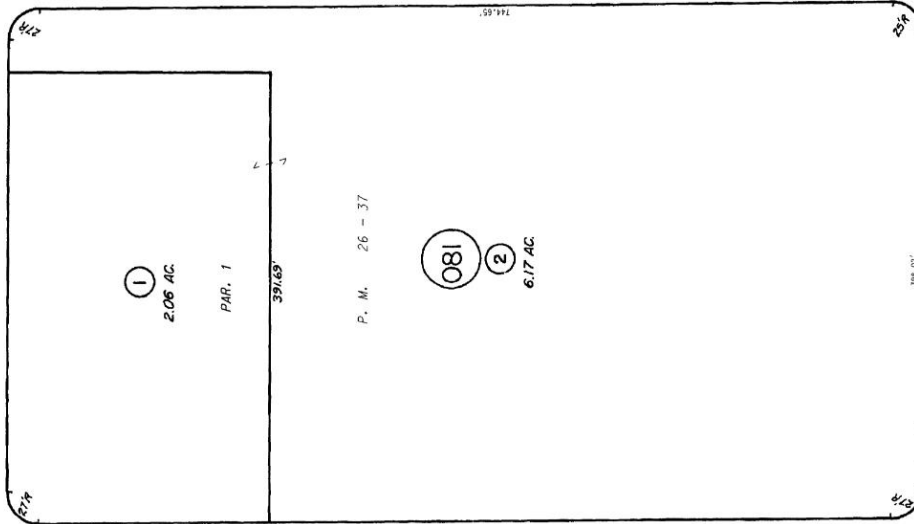
ASSESSOR'S MAP
BOOK 29 PAGE 18
COUNTY OF ORANGE

THIS MAP WAS PREPARED FOR ORANGE COUNTY, FLORIDA, BY THE ASSessor's MAP COMPANY, INC. THE ASSessor's MAP COMPANY, INC. 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 2013

029-18

NUTWOOD

AVENUE



PARCEL MAP P. M. 26-37, 168-10

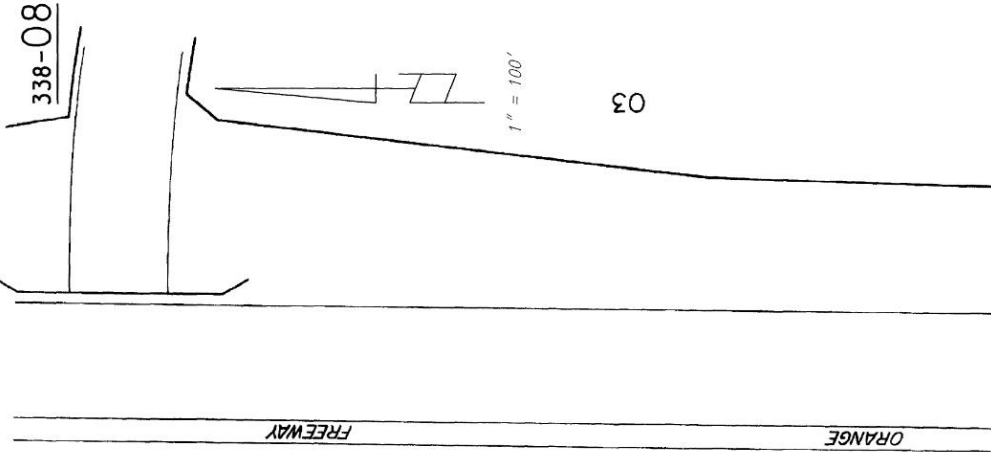
COLLEGE PLACE

MARCH 1974

09

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 338 PAGE 08 COUNTY OF ORANGE



1" = 100'

03

338-08