



DATE: January 6, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF RIGHT-OF-WAY CONTRACT WITH CALTRANS FOR THE SALE OF CITY-OWNED REAL PROPERTY FOR THE SR76 WIDENING BETWEEN MELROSE DRIVE AND MISSION ROAD IN BONSCALL**

SYNOPSIS

Staff recommends that the City Council approve of a Right-of-Way Contract with Caltrans for the sale of City-owned real property along State Route 76, designated as Assessor Parcel Nos. 126-140-28, 126-170-08 & 75, 157-340-31 & 32, 157-150-43 & 51 and 157-600-18, needed for the State Highway widening project between Melrose Drive and Mission Road in Bonsall, in the amount of \$2,002,700; approve the appropriation of the funds to the San Luis Rey River Clearing Project account; and authorize the Mayor to execute the contract and related grant deeds and staff to complete the transaction.

BACKGROUND

The California Department of Transportation ("Caltrans") is in the process of constructing the widening of State Route 76 ("SR76") from Melrose Drive to Mission Road in Bonsall from its current 2-lane configuration to 4 lanes with right-of-way and grading to accommodate a possible future widening.

In the westbound and eastbound directions, there will be 2 lanes. The westbound and eastbound lanes will be separated by 22 feet of which 10 feet in each direction will be paved inside shoulder. Outside shoulders will be paved to provide for bicycles and pedestrians, while not precluding emergency parking. A concrete barrier will separate the 2 directions of traffic.

To accomplish this widening Caltrans has been acquiring right-of-way and various easements from the affected property owners in the project area. The City is one such owner, having all or portions of 8 Assessor Parcels (5 Caltrans Parcels) required for the project.

The City-owned parcels are all vacant pieces of land situated both within and outside the city limits. These parcels, running west to east from Jeffries Ranch Road to just north of the Bonsall Bridge include: APN 157-340-31 & 32, 157-150-43 & 51 and 157-600-18 commonly referred to as the "Feck Property" lying northerly and southerly of the

highway were acquired in September 1992 to settle a lawsuit filed by the Sierra Club against Caltrans and the Coastal Commission in connection with the SR76 Bypass (Interstate 5 to Airport Road), these are Caltrans Parcels 3324, 33125 and 33227; APN 126-140-28 which is outside the city limits sits in the river bed under the Bonsall Bridge and was acquired in June 1971 as a potential site for receiving imported water ("Bonsall Bridge Site"), this is Caltrans Parcel 33142; and APN 126-170-08 & 75 were donated to the City in July 1987 for open space purposes (the "Open Space"), these are Caltrans Parcel 34445 (collectively the "Parcels").

Any diminishment of habitat caused by the taking from any of the Parcels has been offset by the acquisition or creation of additional habitat by Caltrans within the project area and other areas along the San Luis Rey River.

While only the northerly 21.38-acre parcel of the Feck Property i.e. APN 157-150-43 (the "Mitigation Site") was needed to settle the Sierra Club lawsuit, the parcels lying south of the highway i.e. APN 157-340-31 & 32, 157-150-51 and 157-600-18 were purchased at the same time under insistence of the seller. At the time of the purchase the City was aware that all or some of the property would be required for the future widening of SR76.

Caltrans had the Parcels appraised and presented a written offer to acquire the fee interest in those portions required for the highway and easement interests in those portions needed for drainage and temporary construction. The combined total amount of compensation for the interests sought in the Parcels by Caltrans is \$2,002,700.

ANALYSIS

Staff has reviewed the appraisals on the Parcels and concurs with the conclusions of value for each. Caltrans will be purchasing the entire 28.41-acre southerly portion of the Feck Property in fee for a combined total of \$1,536,000 and 5.73 acres in fee and 0.58 acre of temporary construction easement in the 21.38-acre Mitigation Site for \$211,000. Caltrans will be paying \$175,000 for 4.41 acres of fee interest and 2.77 acres of temporary construction easement needed in the 7.65-acre Bonsall Bridge Site and \$80,700 for the 1.27 acres of fee, 0.94 acre of drainage and 2.67 acres of temporary construction easements needed in the 25.13-acre Open Space.

In addition to the compensation for the rights to be acquired in the Parcels, Caltrans will pay the City interest on the compensation owed by the State from the date of the Right of Entry, which is dated May 13, 2009. Interest will accrue from said date to the close of escrow. The Right of Entry allowed Caltrans to enter upon the Parcels for preconstruction and in some cases construction activities before having actual possession of the property. Furthermore, Caltrans will pay all escrow and recording fees incurred in the transaction, and if desired, the premium for title insurance.

Findings that Caltrans has made to justify the public need for the project is in response to increased population growth in the region; increased intraregional, interregional, and

corridor traffic demand; the constraints of the existing circulation system, which are limiting the ability of the existing facility to operate efficiently; the development of land within the project area; the congested nature of the existing facility; and the corridor's safety issues.

ALTERNATIVES

Should the City Council refuse to accept or reject Caltrans' offer and a settlement cannot be reached to acquire the necessary interests in the Parcels by a negotiated purchase could result in the matter of just compensation being determined by eminent domain litigation. Such an alternative to accepting the offer and entering into the Right-of-Way Contract poses certain risks and would entail additional time, effort and expense to both parties.

Since arguing the right to take issue may be difficult to prove, the other issue to be decided would be that of compensation. The risk that the Court could determine a lower value and additional costs, time and effort involved in defending a lawsuit doesn't merit this alternative.

Therefore, it is recommended that the City Council accept the offer as presented and enter into the Right-of-Way Contract and convey the interests sought in the Parcels to Caltrans.

FISCAL IMPACT

The City would receive \$2,002,700 plus interest from the sale of the interests sought in the Parcels to Caltrans. The rate of interest will be the rate of earnings of the Surplus Money Investment Fund and computation will be in accordance with Section 1268.350 of the Code of Civil Procedure.

Habitat areas were both created and preserved as part of the San Luis Rey River Flood Control Project, which included clearing swaths of vegetation from the riverbed on an annual rotating basis. Since the US Army Corps of Engineers hasn't turned the project over to the City after construction of the flood control project and hasn't routinely cleared the river channel, the river has become overgrown with vegetation, choking its flow and creating a potential flood condition in the river valley. The City is being required by the regulatory agencies to provide and obtain additional habitat lands in order to obtain permits for the San Luis Rey River Clearing Project that would provide routine and systematic removal of vegetation from the river channel to alleviate the flood potential. This requirement includes land currently under the City's control and privately held land that needs to be acquired. Funds have not been allocated for this mandated acquisition. Therefore, in order to fulfill this requirement, staff recommends that the proceeds from the sale of the property to Caltrans be appropriated to the San Luis Rey River Clearing Project (Account 905831100510.5703).

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

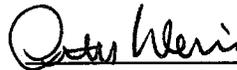
RECOMMENDATION

Staff recommends that the City Council approve of a Right-of-Way Contract with Caltrans for the sale of City-owned real property along State Route 76, designated as Assessor Parcel Nos. 126-140-28, 126-170-08 & 75, 157-340-31 & 32, 157-150-43 & 51 and 157-600-18, needed for the State Highway widening project between Melrose Drive and Mission Road in Bonsall, in the amount of \$2,002,700; approve the appropriation of the funds to the San Luis Rey River Clearing Project account; and authorize the Mayor to execute the contract and related grant deeds and staff to complete the transaction.

PREPARED BY:

SUBMITTED BY:


William F. Marquis
Senior Property Agent


Peter A. Weiss
City Manager

REVIEWED BY:

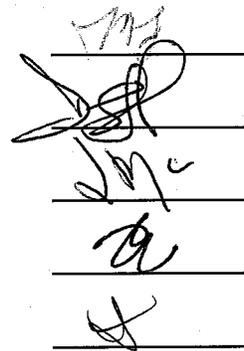
Michelle Skaggs Lawrence, Deputy City Manager

Don Hadley, Deputy City Manager

Jane McVey, Economic and Community Development Director

Douglas E. Eddow, Real Property Manager

Teri Ferro, Financial Services Director



RIGHT OF WAY CONTRACT STATE HIGHWAY

RW 8-3 (Rev. 6/95)

Oceanside, California

District	County	Route	P.M. (KP)	E. A.
11	SD	76	8.0-10.2	080109

_____, 2009

City of Oceanside,
a municipal corporation

Grantor

RIGHT OF WAY CONTRACT -- STATE HIGHWAY

Document No(s). 33124-1, 33125-1, 33142-1, 33142-2, 33227-1, 33227-2, 34445-1, 34445-2 and 34445-3 in the form of Grant Deeds to the State of California, covering the property as delineated on the attached map identified as Exhibit "A", has been executed and delivered to, Rainna Ford, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No(s). 33124-1, 33125-1, 33142-1, 33142-2, 33227-1, 33227-2, 34445-1, 34445-2 and 34445-3 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. The State shall:
 - (A) Pay the undersigned grantor the sum of \$ 2,002,700.00 for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - d. Easements over said land for private dams across the San Luis Rey River, if any.
 - e. The fact that said land could be subject to inundation by the 100 year flood.

This transaction will be handled through an escrow with Stewart Title of California,
760 Main Street, El Centro, Ca. 92243

RIGHT OF WAY CONTRACT STATE HIGHWAY

RW 8-3 (Rev. 6/95)

- f. Any adverse claim or easement for navigation and fishery based upon the assertion that some portion of said land has been created by artificial means, or has accreted to such portion so created; or has been brought within the boundaries thereof by an evulsive movement of the San Luis Rey River, or has been formed by accretion to any such portion.
 - g. Water rights, claims or title to water, whether or not shown by the public records.
 - (B) Pay all escrow, notary and recording fees incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
 - (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
 3. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.
 4. 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 the State, including the right to remove and dispose of improvements, shall commence on October 1, 2009 for parcel 33142 and December 31, 2009 for all other parcels per Right of Entry signed 5-13-09).
 5. It is understood and agreed between the parties hereto that payment shown in Paragraph 2(A) above includes payment to Grantor for Temporary Construction Easement(s) that will commence on May 13, 2009 and terminate on December 31, 2013.
 6. State agrees to indemnify and hold harmless Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at it option, either repair or pay for such damage.
 7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. Grantor acknowledges that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quitclaim deeds are to be provided to Title by Grantor, prior to the close of escrow.
 8. Grantor shall assume sole responsibility for any compensation due and owing the lessees. It is agreed that where there are any oral or written leases on all or any portion of the property exceeding a period of one month, the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any lessees of Grantor for a period exceeding one month.
 9. It is understood and agreed by and between the parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed highway project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.
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RIGHT OF WAY CONTRACT STATE HIGHWAY

RW 8-3 (Rev. 6/95)

10. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.

11. Should the property be materially destroyed by fire, earthquake, or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, the State may reappraise the property and make an offer thereon.

RF 11-10-09

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT STATE HIGHWAY
SECTION 8-3 (REV. 6/95)

RIGHT OF WAY CONTRACT STATE HIGHWAY

RW 8-3 (Rev. 6/95)

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

City of Oceanside, a municipal corporation

By _____

Jim Wood,
Mayor

_____ Date

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
<i>Barbara L. Hamilton</i>
BARBARA L. HAMILTON
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____

RAINNA FORD
Associate Right of Way Agent

By _____

STEVE ARAGON
Senior Right of Way Agent

By _____

JANET SCHAFFER
Deputy District Director

No Obligation Other Than Those Set Forth Herein Will Be Recognized

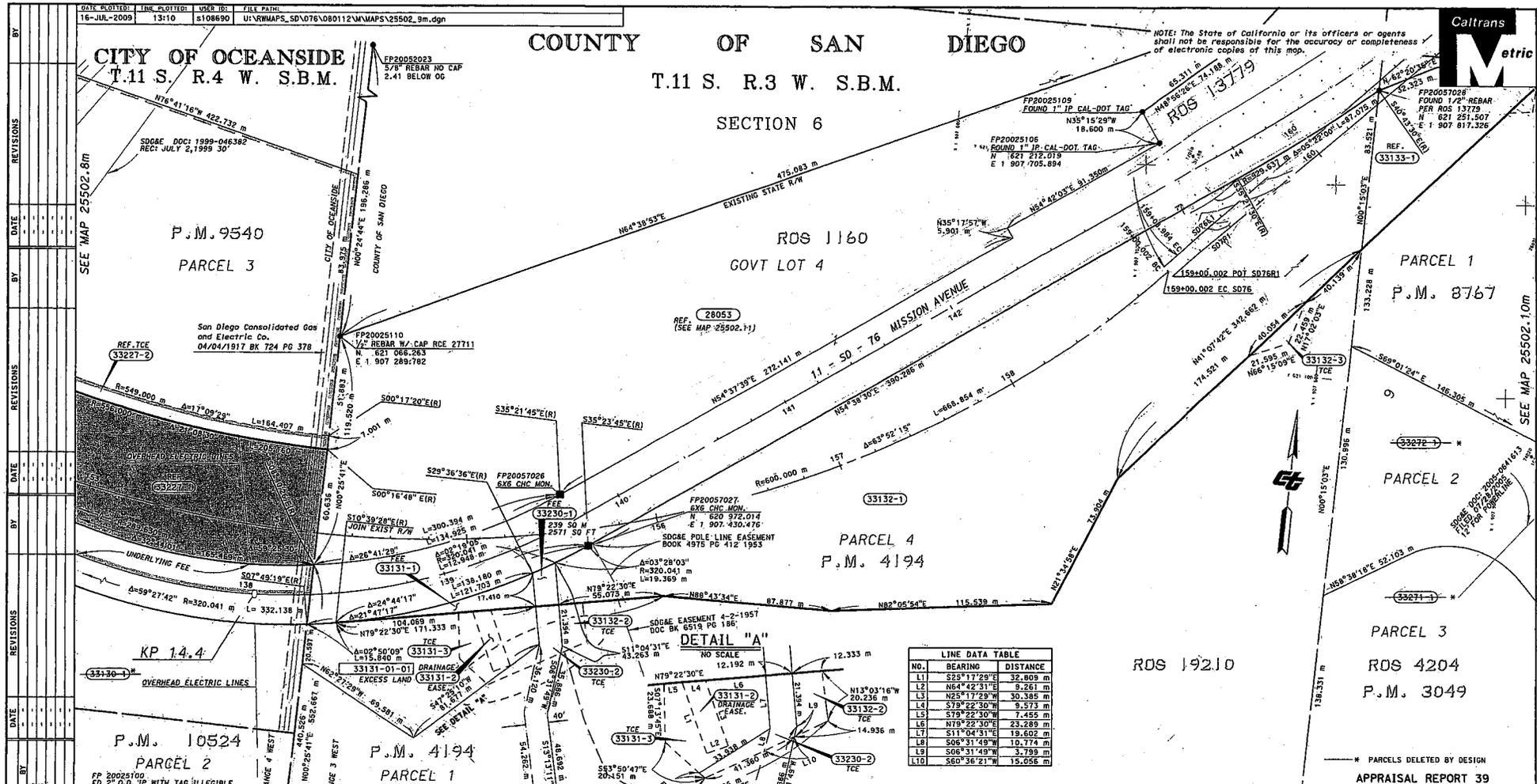
COUNTY OF SAN DIEGO

CITY OF OCEANSIDE
 T.11 S. R.4 W. S.B.M.

T.11 S. R.3 W. S.B.M.

SECTION 6

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this map.



LINE DATA TABLE

NO.	BEARING	DISTANCE
L1	S25°17'29"E	32.805 m
L2	N64°42'31"E	9.261 m
L3	N25°17'29"W	30.385 m
L4	S79°22'30"W	9.573 m
L5	S79°22'30"W	7.455 m
L6	N79°22'30"E	23.285 m
L7	S11°04'31"E	19.602 m
L8	S06°31'49"W	10.174 m
L9	S06°31'49"W	3.799 m
L10	S60°36'21"W	15.056 m



DATE	BY	REVISIONS
02-11-09	WJ	1. INITIAL ISSUE
02-11-09	WJ	2. REVISIONS
02-11-09	WJ	3. REVISIONS
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02-11-09	WJ	5. REVISIONS
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PARCEL#	TITLE CODE	AREAS (square meters or as noted)				REMARKS
		TOTAL	REQUIRED (UF)	EXCESS (UF)	REMAINDER	
33131-1	F	588 Ha	.060 Ha		APH: 170-020-25	
33131-2	E		.029 Ha		DRAINAGE EASEMENT	
33131-3	TCE		.091 Ha		TEMP CONST EXP. 12/31/13	
33132-1	F	19,370 Ha	4,210 Ha	15,165 Ha	APH: 170-020-28	
33132-2	TCE		.029 Ha		TEMP CONST EXP. 12/31/13	
33132-3	TCE		.019 Ha		TEMP CONST EXP. 12/31/13	
33230-1	F	12,542 Ha	239.0		APH: 170-020-20, 21, 22	
33230-2	TCE		.047 Ha		TEMP CONST EXP. 12/31/13	

GRANTOR NOTES

1. Areas shown enclose underlying fee in the adjoining public way, easements, access, etc.

2. Indicates Underlying Fee (UF) area

3. Indicates Indefinite use of TITLE CODES:

4. Access Rights Only

5. Fee

6. Easement (Head)

7. Easement Construction Easement

8. Other Temp Easement (see Remarks)

9. Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 1983/1991, 30 Zone 6. Distances and stationing are grid distances. Divide by 0.999611 to obtain ground distances.

All distances are in meters unless otherwise noted.

To convert meters to U.S. Survey feet, multiply distance by 3.28084.

LEGEND

Access Prohibited

Access Superseeded

Existing R/W Superseeded

Access Opening (Private)

Indicates Head

Indicates Found Monument as noted

Indicates calculated point. (Does not imply monument set)

Title to State Required for Others

STATE OF CALIFORNIA
 BUSINESS, TRANSPORTATION AND HOUSING AGENCY
 DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
 DEED MAP
 MAP NO. 25502.9 m**

FOR PREVIOUS R/W INFORMATION SEE
 MAP(S) 25502.09 25502.10

METERS 0 50 100 200 300

FEET 0 50 100 200 300

TO DESIGN: / / E(10) 080102 FAW:
 DISTRICT COUNTY ROUTE SHEET AP/PM SHEET NO. TOTAL SHEETS
 11 SD 76 14,4/8,34

ORIGINAL

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 6103
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use
RW MAP: 25502.7m, .8m, .9m APN: 157-340-31, 32, 150-43, 51, 600-18 E.A. 080102

GRANT DEED
(CORPORATION)
(MUNICIPAL)

District	County	Route	Post	Number
11	SD	76	KP 13.0	R/W 33124-1 (33125-1), 33227-1, 2

CITY OF OCEANSIDE, A MUNICIPAL CORPORATION

GRANT to the STATE OF CALIFORNIA, all that real property in the County of San Diego, State of California, described
as:

SEE EXHIBIT "A"

Exhibit "A"

PARCEL 33124-1 (33125-1)

Parcel 5 of Parcel Map 9540, in the City of Oceanside, County of San Diego, State of California, as conveyed in grant deed to the City of Oceanside, recorded September 09, 1992 as Document No. 1992-0573141 of official records in the office of the Recorder of said County.

TOGETHER with underlying fee, if any, in and to the adjoining public highway (State Highway Route 11-SD-76).

PARCEL 33227-1

That portion of Parcel 3 of Parcel Map 9540, in the City of Oceanside, County of San Diego, State of California, as conveyed in grant deed to the City of Oceanside, recorded September 09, 1992 as Document No. 1992-0573141 of official records in the office of the Recorder of said County, lying Southerly of the following described line:

BEGINNING at a point on the Easterly line said Parcel 3, said point bears N.00°25'41"E. (N.00°08'28"W. per Parcel Map 9540), 552.667 meters along said line from a 2 inch iron pipe set at the East Quarter corner of Section 1 per Parcel Map 9540; thence (1) along a non-tangent 556.000 meter radius curve to the right, a radial to said point bears S.00°16'48"E., an arc distance of 205.160 meters, through a central angle of 21°08'30"; thence (2) N.69°08'18"W., 65.151 meters; thence (3) N.75°00'40"W., 179.389 meters to the Westerly line of said Parcel 3 and the POINT OF TERMINUS, said point bears N.10°22'17"E (N.09°47'20"E.), 27.531 meters from a 2 inch iron pipe with disc stamped LS 4539 set at the Southwesterly corner of said Parcel 3 per Parcel Map 9540.

TOGETHER with underlying fee, if any, in and to the adjoining public highway (State Highway Route 11-SD-76).

PARCEL 33227-2

A TEMPORARY CONSTRUCTION EASEMENT upon, over and across that portion of Parcel 3 of Parcel Map 9540, in the City of Oceanside, County of San Diego, State of California, as conveyed in grant deed to the City of Oceanside, recorded September 09, 1992 as Document No. 1992-0573141 of official records in the office of the Recorder of said County, lying Southerly of the following described line:

BEGINNING at a point on the Easterly line said Parcel 3, said point bears N.00°25'41"E. (N.00°08'28"W. per Parcel Map 9540), 559.668 meters along said line from a 2 inch iron pipe set at the East Quarter corner of Section 1 per Parcel Map 9540; thence (1) along a non-tangent 549.000 meter radius curve to the right, a radial to said point bears S.00°17'20"E., an arc distance of 164.407 meters, through a central angle of 17°09'29"; thence (2) N.73°07'51"W., 283.796 meters to the Westerly line of said Parcel 3 and the POINT OF TERMINUS, said point bears N.10°22'17"E (N.09°47'20"E.), 34.576 meters from a 2 inch iron pipe with disc stamped LS 4539 set at the Southwesterly corner of said Parcel 3 per Parcel Map 9540.

EXCEPTING therefrom PARCEL 33227-1.

Containing 0.236 hectares, more or less.

It is understood that said EASEMENT is TEMPORARY and shall terminate either upon completion of construction of that portion of State Highway Route 11-SD-76 lying adjacent to the above described parcel or December 31, 2013, whichever date occurs first. It is also understood that upon said termination date the State shall have no further obligation or liability in connection with said parcel.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. DISTANCES ARE IN METERS unless otherwise noted. Divide distances by 0.9999508 to obtain ground level distances. To convert meters to the U.S. Survey foot multiply distances by 3937/1200.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature *Kurt D. Scherer*

Date 7/21/09

AU F.W.

CK A.C.



The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.
(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this _____ day of _____, 20____

State of California

} ss

ACKNOWLEDGMENT

County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand

this _____ day of _____, 20____

Director of Transportation

By _____

Attorney in Fact

ORIGINAL

STATE OF CALIFORNIA HIGHWAY USAGE

STATE BUSINESS FREE GOVT CODE 6103
DEPARTMENT OF TRANSPORTATION
DISTRICT 11

When recorded mail to:

State of California
Department of Transportation
4050 Taylor Street M.S. 310
San Diego, CA 92110

Space above this line for Recorder's Use
RW MAP: 25502.12m, .13m APN: 126-140-28, 126-170-75, 08 E.A.: 080102

GRANT DEED
(CORPORATION)
(MUNICIPAL)

District	County	Route	Post	Number
11	SD	76	KP 15.6	R/W 33142-1, 2 (34445-1, 2, 3)

CITY OF OCEANSIDE

GRANT to the STATE OF CALIFORNIA, all that real property in the County of San Diego, State of California, described as:

SEE EXHIBIT "A"

Exhibit "A"

PARCEL 33142-1 (34445-1)

Those portions of the Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter, all in Section 31, Township 10 South, Range 3 West, San Bernardino Base and Meridian, in the County of San Diego, State of California, according to United States Government Survey, as conveyed in grant deed to CITY OF OCEANSIDE, recorded June 4, 1971 as File/Page No. 117185 and as conveyed in quitclaim deed to said City, recorded July 24, 1987 as Document No. 87-417307, both of official records in the office of the County Recorder of said County, lying Westerly of the following described line:

BEGINNING at a point on the Southerly line of said Northeast Quarter of the Southwest Quarter of Section 31, said point bears S.89°10'10"W., 75.099 meters from the Southeasterly corner thereof, said point being the beginning of a 620.500 meter radius curve, concave Westerly, a radial to said point bears S.76°14'07"E.; thence (1) Northerly along said curve, through a central angle of 31°38'49", an arc distance of 342.729 meters; thence (2) N.17°52'56"W., 119.889 meters; thence (3) N.32°07'04"E., 30.421 meters; thence (4) N.12°15'19"W., 169.040 meters to the POINT OF TERMINUS, said point being on the Easterly right of way line of Route 11-SD-76 as said right of way is shown on Right of Way Map No. 25502.14, on file in the San Diego office of the State of California, Department of Transportation, said point bears N.06°14'26"E., 50.796 meters along said Easterly line, from the Southerly terminus of that course shown as "N.06°13'48"E., 854.02 feet" on said Right of Way Map.

EXCEPTING therefrom those portions lying Westerly of said Easterly right of way line of Route 11-SD-76 as said right of way is shown on Right of Way Map Nos. 25502.13 and 25502.14 both on file in said San Diego office of the State of California, Department of Transportation.

PARCEL 34445-2

A DRAINAGE EASEMENT upon, over and across that portion of the above said parcel conveyed to the City of Oceanside, lying Westerly of the following described line:

BEGINNING at a point on the above described course "(2)", said point bears S.17°52'56"E., 20.887 meters from the Northerly terminus of said course; thence (1) along a line that is 16.000 meters Southeasterly and parallel with the above described course "(3)", N.32°07'04"E., 50.372 meters to a line that is 16.000 meters Easterly and parallel with the above described course "(4)"; thence along said line N.12°15'19"W., 223.395 meters to the POINT OF TERMINUS, said point being on said Easterly right of way line of Route 11-SD-76 as said right of way is shown on Right of Way Map No. 25502.14.

EXCEPTING Therefrom that portion described in PARCEL 33142-1 (34445-1).

Containing 0.379 hectares, more or less.

PARCEL 33142-2 (34445-3)

A TEMPORARY CONSTRUCTION EASEMENT upon, over and across that portion of the above said parcels conveyed to the City of Oceanside, lying Westerly of the following described line:

BEGINNING at a point on the Southerly line of said Northeast Quarter of the Southwest Quarter of Section 31, said point bears S.89°10'10"W., 48.603 meters from the Southeasterly corner thereof; thence (1) leaving said line N.12°58'38"E., 149.125 meters; thence (2) N.13°32'39"W., 86.216 meters; thence (3) N.21°36'47"W., 69.186 meters; thence (4) N.06°49'06"W., 264.594 meters; thence (5) N.12°15'19"W., 125.851 meters; thence (6) N.08°44'47"E., 214.978 meters; thence (7) N.35°33'29"W., 43.572 meters to the POINT OF TERMINUS, said point being on said Easterly right of way line of Route 11-SD-76 as said right of way is shown on Right of Way Map No. 25502.15, said point also being at the Northerly terminus of a non-tangent 114.300 meter (375.00 feet per said Map) radius curve, concave Westerly.

EXCEPTING therefrom those portions lying Westerly of said Easterly right of way line of Route 11-SD-76 as said right of way is shown on Right of Way Map Nos. 25502.13, 25502.14 and 25502.15, all on file in said San Diego office of the State of California, Department of Transportation, also EXCEPTING therefrom those portions described in PARCEL 33142-1 (34445-1) and PARCEL 34445-2.

Containing 2.202 hectares, more or less.

It is understood that said EASEMENT is TEMPORARY and shall terminate either upon completion of construction of that portion of State Highway Route 11-SD-76 lying adjacent to the above described parcel or December 31, 2013, whichever date occurs first. It is also understood that upon said termination date the State shall have no further obligation or liability in connection with said parcel.

The bearings and distances used in the above descriptions are based on the California Coordinate System of 1983, Zone 6, HPGN Epoch 1991.35. DISTANCES ARE IN METERS unless otherwise noted. Divide distances by 0.9999508 to obtain ground level distances. To convert meters to the U.S. Survey foot multiply distances by 3937/1200.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature *Kurt D. Scherer*

Date 07/21/09

AU F.W.

CK K.W.



The grantor further understands that the present intention of the grantee is to construct and maintain a public highway on the lands hereby conveyed in fee and the grantor, for the grantor and the grantor's successors and assigns, hereby waives any claims for any and all damages to grantor's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of said highway.

(As used above, the term "grantor" shall include the plural as well as the singular number.)

Dated this _____ day of _____, 20

State of California

} ss

ACKNOWLEDGMENT

County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

THIS IS TO CERTIFY, That the State of California, acting by and through the Department of Transportation (pursuant to Government Code Section 27281), hereby accepts for public purposes the real property described in the within deed and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20 _____

Director of Transportation

By _____
Attorney in Fact