



DATE: October 1, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **MEMORANDUM OF UNDERSTANDING WITH OCEANSIDE UNIFIED SCHOOL DISTRICT FOR THE GRANT OF AN EASEMENT ACROSS A PORTION OF THE LOUISE FOUSSAT ELEMENTARY SCHOOL SITE FOR THE CITY'S LAND OUTFALL LINE**

SYNOPSIS

Staff recommends that the City Council approve a memorandum of understanding with Oceanside Unified School District for the granting of an easement across a portion of the Louise Foussat Elementary School site for the City's land outfall line, and authorize the Mayor to execute the document and the City Clerk to accept and file the easement deed with the County Recorder.

BACKGROUND

The Water Utilities Department has been planning a land outfall line to replace the existing outfall running from the San Luis Rey Wastewater Treatment Facility through the La Salina plant to the ocean outfall. Because of environmental and utilities constraints the replacement line must be routed in a different alignment than the existing line, thereby requiring additional easements where it will be placed outside public rights-of-way.

A portion of the new outfall line is planned to be micro-tunneled under the San Luis Rey River and through the Oceanside Unified School District's ("OUSD") Louise Foussat Elementary School site to Pala Road. In discussing the possibility of and requesting an easement to run the outfall through the school site, City staff was informed of OUSD policies regarding access to its campuses by nonstudents and non-OUSD employees while school is in session.

As a consideration for OUSD granting an easement to install the outfall on its property and to acknowledge OUSD campus access policies and the method of construction of the outfall on the school site, a memorandum of understanding ("MOU") has been negotiated by City and OUSD staff.

ANALYSIS

The MOU states that the City agrees to abide by the OUSD policies regarding access to the campus by City and contractor personnel during the construction of the outfall on the school site; that construction may only occur during the time period between the end of the spring semester and the beginning of the fall semester; and that the line shall be installed on the school site by means of a micro-tunneling process and shall remain subterranean below the surface to the point of interception with the receiving pit. The pipeline shall be constructed out of HDPE (high density polyethylene), or equivalent material, and installed with seamless joints, without any aboveground improvements, works or appurtenances of any nature on the school site.

At its meeting of August 12, 2008, the OUSD Board of Education approved and executed both the MOU and easement deed and has tendered them for approval and acceptance by the City Council. Therefore, it would be appropriate that the City Council approve the MOU; and authorize the Mayor to execute the document and the City Clerk to accept and file the easement deed with the County Recorder.

FISCAL IMPACT

There is no fiscal impact from the requested action.

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.

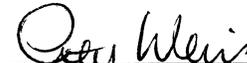
RECOMMENDATION

Staff recommends that the City Council approve a memorandum of understanding with Oceanside Unified School District for the granting of an easement across a portion of the Louise Foussat Elementary School site for the City's land outfall line, and authorize the Mayor to execute the document and the City Clerk to accept and file the easement deed with the County Recorder.

PREPARED BY:

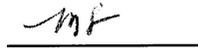
SUBMITTED BY:


William F. Marguis
Senior Property Agent


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Jane McVey, Economic and Community Development Director



Douglas E. Eddow, Real Property Manager



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF OCEANSIDE
AND
OCEANSIDE UNIFIED SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated as of July 1, 2008 solely for identification purposes, is made and entered into by and between the **City of Oceanside**, a municipal corporation, in and of the State of California ("City"), and the **Oceanside Unified School District**, a public school district organized and operating under the laws of the State of California ("OUSD"). The effective date of this MOU shall be the date this MOU is duly approved and executed by City and OUSD (the "Effective Date").

RECITALS

WHEREAS, OUSD is the legal and equitable owner of that real property in the City of Oceanside, County of San Diego, State of California, legally described in that Final Order of Condemnation recorded January 19, 2001 as Document No. 2001-0030645 in the Office of the County Recorder of San Diego County, commonly referred to as Louise Fousat Elementary School (the "Property"); and

WHEREAS, City desires to obtain an easement in, under, over, across and through the Property, as more particularly described in a legal description thereof marked Exhibit "A" and shown on a sketch thereof marked Exhibit "B", attached hereto and incorporated herein by reference (the "Easement Area"), from OUSD for the installation, construction, operation and maintenance of a 36-inch sewer outfall line (the "City Facility") for the conduit of treated effluent from City's San Luis Rey Treatment Plant to the Pacific Ocean; and

WHEREAS, OUSD is willing to grant the easement sought in the Property by the City under certain terms, conditions and restrictions regarding the access to the Property and the Easement Area; and

WHEREAS, it is the desire of City and OUSD to enter into this MOU for the purpose of setting forth the parameters, terms and conditions for City's use of the easement area affecting the Property.

NOW therefore, in consideration of which and the terms, conditions, covenants and restrictions set forth herein, the parties do hereby agree as follows:

AGREEMENT

1. **Term.** The terms, conditions, covenants and restrictions set forth in this MOU shall run with the land in perpetuity and remain in full force and effect until such time as the easement, which is the subject of this MOU, is lawfully vacated by City, its successors or assigns.

2. **Conditions and Restrictions on the Use of the Property.** City recognizes and hereby acknowledges that the Property is utilized by OUSD as a school site and that certain rules and regulations have been established or may be amended from time-to-time by OUSD regarding access to its school sites by non-students and non-OUSD employees during times school is in session or used for school related or sponsored events and programs. City hereby

agrees, at all times, to abide by said rules and regulations and the terms, conditions and restrictions set forth in this MOU in its exercise of the rights granted under the easement.

3. **Construction Window.** The initial construction and installation of the City Facility shall be limited to that period of time after the spring semester has ended and prior to the beginning of the fall semester, when Foussat Elementary School is not in session in which the work is to be performed. Notwithstanding the foregoing, after the initial construction and installation, in cases of emergency City shall have access to the Property and Easement Area at all times necessary to repair or replace the City Facility. City agrees to provide OUSD ten (10) days prior written notice of commencement of its construction and installation work. City shall construct, maintain and repair the City Facility at its sole cost and expense.

4. **Method of Construction and Materials.** The parties recognize and agree that the City Facility shall be installed within the Easement Area by means of a micro-tunneling process and shall remain subterranean below the surface of the Property to the point of interception with the receiving pit which shall be limited the areas described as Parcel 1 – Permanent Easement and Parcel 3 – Temporary Construction Easement in said Exhibit “A” and as shown on said Exhibit “B”. The pipeline shall be constructed out of HDPE (high density polyethylene), or equivalent material, and installed with seamless joints, without any above-ground improvements, works or appurtenances of any nature, within the Easement Area or upon the Property. City, its employees, agents, contractors and/or subcontractors shall be restricted to the use of only the areas of the Property described in said Parcel 1 and Parcel 3, which shall be properly secured by fencing and/or other appropriate means to prevent access to the work area by others while constructing/installing the City Facility. All work shall be done in a good workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations and to the complete satisfaction of OUSD. Upon entry onto the Easement Area in connection with installation or maintenance of the City Facility, City shall: (a) perform all work in a safe manner; (b) not permit any hazardous condition to remain on the Property; and (c) keep the Property free and clear of all mechanic’s and materialmen’s liens arising out of City’s activities.

5. **Indemnification.** City shall at all times indemnify, defend and hold OUSD, its officers, boards, employees and agents, harmless against and from any and all losses or damages to property or injuries to or death of any person or persons, including property and employees or agents of OUSD, and shall defend, indemnify and save harmless OUSD from any and all claims, demands, suits, actions or proceedings of any kind or nature of or by anyone whomsoever, in any way resulting from or arising out of City’s use of the Property, except for any loss, damage, injury or death arising out of the sole and active willful misconduct of OUSD, its officers, boards, employees or agents.

6. **Restoration of the Property.** At its own cost and expense, City shall repair any damage caused to the Property by City, its employees, agents or contractors from the exercise of its rights under the easement. In such case, City shall restore the Property to the condition existing prior to the damaging event and to the satisfaction of OUSD.

7. **Injunctive Relief.** In the event of any violation or threatened violation of this MOU, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation and the opportunity to cure shall be given to the other party.

8. **Non-Exclusivity.** The easement granted is non-exclusive. District retains all uses of the Property so long as such uses do not unreasonably interfere with the easement rights granted.

9. **No Agency Relationship.** City's and OUSD's relationship with the other party shall be that of an independent entity. Entering into the MOU shall not be construed as creating an agency relationship between City and OUSD. Neither party shall have any authority, express or implied, to act on behalf of the other party as an agent or otherwise, or to bind the other party to any obligation whatsoever. City shall be solely responsible for the acts of any of its employees, agents or contractors under this MOU. OUSD shall be solely responsible for the acts of any of its employees, agents or contractors under this MOU.

10. **Entire Agreement.** This MOU comprises the entire integrated understanding between City and OUSD concerning the scope of the MOU and supersedes all prior negotiations, representations or agreements, whether oral or written.

11. **Execution of Agreement.** This MOU is executed in two (2) duplicate copies, each of which is deemed to be an original. This MOU includes pages 1 through 4, and Exhibit A Legal Description of Easements (Parcels 1, 2 and 3), and Exhibit B Sketch of Easements, which constitutes the entire understanding and agreement of the parties.

12. **Interpretation of Agreement.** The interpretation, validity and enforcement of this MOU shall be governed by and construed under the laws of the State of California. This MOU does not limit any other rights or remedies available to City and OUSD.

13. **Agreement Modifications.** This MOU may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

14. **Merger with Easement Deed.** The terms, covenants, conditions and restrictions agreed upon in writing in the Easement Deed and other instruments between the parties to this MOU with respect to obligations to be performed, kept or observed by City and/or OUSD in respect to the Easement Area or the Property, or any part thereof, shall be deemed to be merged with this MOU.

15. **Severability.** If any provision of this MOU or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this MOU and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforceable to the greatest extent permitted by law.

16. **Terminology.** All personal pronouns used in this MOU, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of sections are for convenience only, and neither limit nor amplify the provisions of the MOU itself.

17. **Binding Effect.** This MOU, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

18. **Signatures.** The individuals executing this MOU represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this MOU on behalf of the respective legal entities of City and OUSD.

IN WITNESS WHEREOF, in consideration of the terms, conditions, covenants and restrictions contained herein, this Memorandum of Understanding is entered into and agreed to by City and OUSD as of the Effective Date hereof.

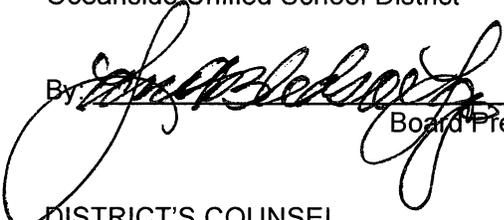
"City"

City of Oceanside

"OUSD"

Oceanside Unified School District

By: _____
Mayor

By:  _____
Board President

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

DISTRICT'S COUNSEL

By:  _____
City Attorney

By:  _____

EXHIBIT "A"
LEGAL DESCRIPTION

ASSESSOR'S PARCEL NUMBER: 158-030-47
VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT

PARCEL 1- PERMANENT EASEMENT

THAT PORTION OF PARCEL 1 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JANUARY 19, 2001 AS DOC# 2001-0030645 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING A STRIP OF LAND 25 FEET WIDE LYING 12.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF PARCEL MAP 8902 RECORDED JULY 6, 1979 AS FILE NO. 79-281302;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 00°09'01" WEST, 90.95 FEET TO THE SOUTH WESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 43°52'25" EAST, 67.24 FEET TO THE **TRUE POINT OF BEGINNING OF SAID CENTERLINE**;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°33'54" WEST, 153.96 FEET TO THE **TERMINUS OF SAID CENTERLINE**.

SIDELINES OF SAID 25.00 FOOT WIDE STRIP TO BE EXTENDED OR FORESHORTENED TO TERMINATE ON SAID SOUTHERLY LINE OF PARCEL 1 TO THE SOUTH AND ON A LINE THAT BEARS SOUTH 89°25'41" WEST AND NORTH 89°25'41" EAST FROM THE TERMINUS OF SAID CENTERLINE TO THE NORTH.

CONTAINING 3,850 SQUARE FEET MORE OR LESS.

PARCEL 2- SUBTERRANEAN EASEMENT

A CYLINDER 20.00 FEET IN DIAMETER THROUGH THAT PORTION OF PARCEL 1 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JANUARY 19, 2001 AS DOC# 2001-0030645 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF PARCEL MAP 8902 RECORDED JULY 6, 1979 AS FILE NO. 79-281302;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 00°09'01" WEST, 90.95 FEET TO THE SOUTH WESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 43°52'25" EAST, 67.24 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°33'54" WEST, 153.96 FEET TO THE **TRUE POINT OF BEGINNING OF SAID CENTERLINE** WITH AN ELEVATION OF 33.57 FEET, BEING AT STATION 350+27.62 AND IN A VERTICAL CURVE CONCAVE UPWARD, THE PVI STATION OF WHICH IS AT 349+84.30 WITH AN ELEVATION OF 42.50 FEET, A LENGTH OF 1202.10 FEET, A PVT STATION OF 361+86.40 WITH AN ELEVATION OF -0.84 FEET, A RATE IN OF -21.26% AND A RATE OUT OF 14.05%;

THENCE CONTINUING NORTH 00°33'54" WEST, 222.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 8,132.81 FEET, WITH AN ELEVATION OF -3.62 FEET AT STATION 352+50;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°04'59" AN ARC LENGTH OF 579.55 FEET TO THE NORTH LINE OF SAID PARCEL 1 AND THE TERMINUS OF SAID CENTERLINE HAVING AN ELEVATION OF -32.94 FEET AT STATION 356+07.17.

SIDELINES OF SAID 20.00 FOOT CYLINDER TO BE EXTENDED OR FORESHORTENED TO TERMINATE ON SAID NORTH LINE OF PARCEL 1 TO THE NORTH AND ON A LINE THAT BEARS SOUTH 89°25'41" WEST AND NORTH 89°25'41" EAST FROM THE BEGINNING OF SAID CENTERLINE TO THE SOUTH.

ELEVATIONS STATED HEREIN ARE BASED ON CITY OF OCEANSIDE BENCHMARK A-11 WITH A 1983 ADJUSTED ELEVATION OF 49.015 FEET ACCORDING TO CITY OF OCEANSIDE BENCHMARK BOOK.

CONTAINING 251,934 CUBIC FEET MORE OR LESS

PARCEL 3- TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF PARCEL 1 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JANUARY 19, 2001 AS DOC# 2001-0030645 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF PARCEL MAP 8902 RECORDED JULY 6, 1979 AS FILE NO. 79-281302;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 00°09'01" WEST, 90.95 FEET TO THE SOUTH WESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 43°52'25" EAST, 30.80 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°34'52" WEST, 179.98 FEET;

THENCE NORTH 89°25'41" EAST, 80.44 FEET;

THENCE NORTH 89°17'13" EAST, 96.35 FEET TO SAID SOUTHERLY LINE OF PARCEL 1;

THENCE SOUTH WESTERLY ALONG SAID SOUTHERLY LINE SOUTH 43°52'25" WEST, 252.43 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM:

THAT PORTION DESCRIBED HEREINABOVE AS PARCEL 1 - PERMANENT EASEMENT.

IT IS UNDERSTOOD THAT SAID TEMPORARY CONSTRUCTION EASEMENT IS TEMPORARY AND SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF IMPROVEMENTS.

CONTAINING 15,900 SQUARE FEET MORE OR LESS

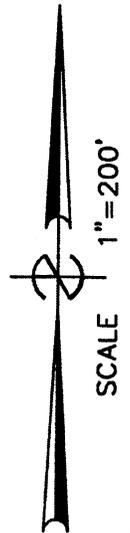
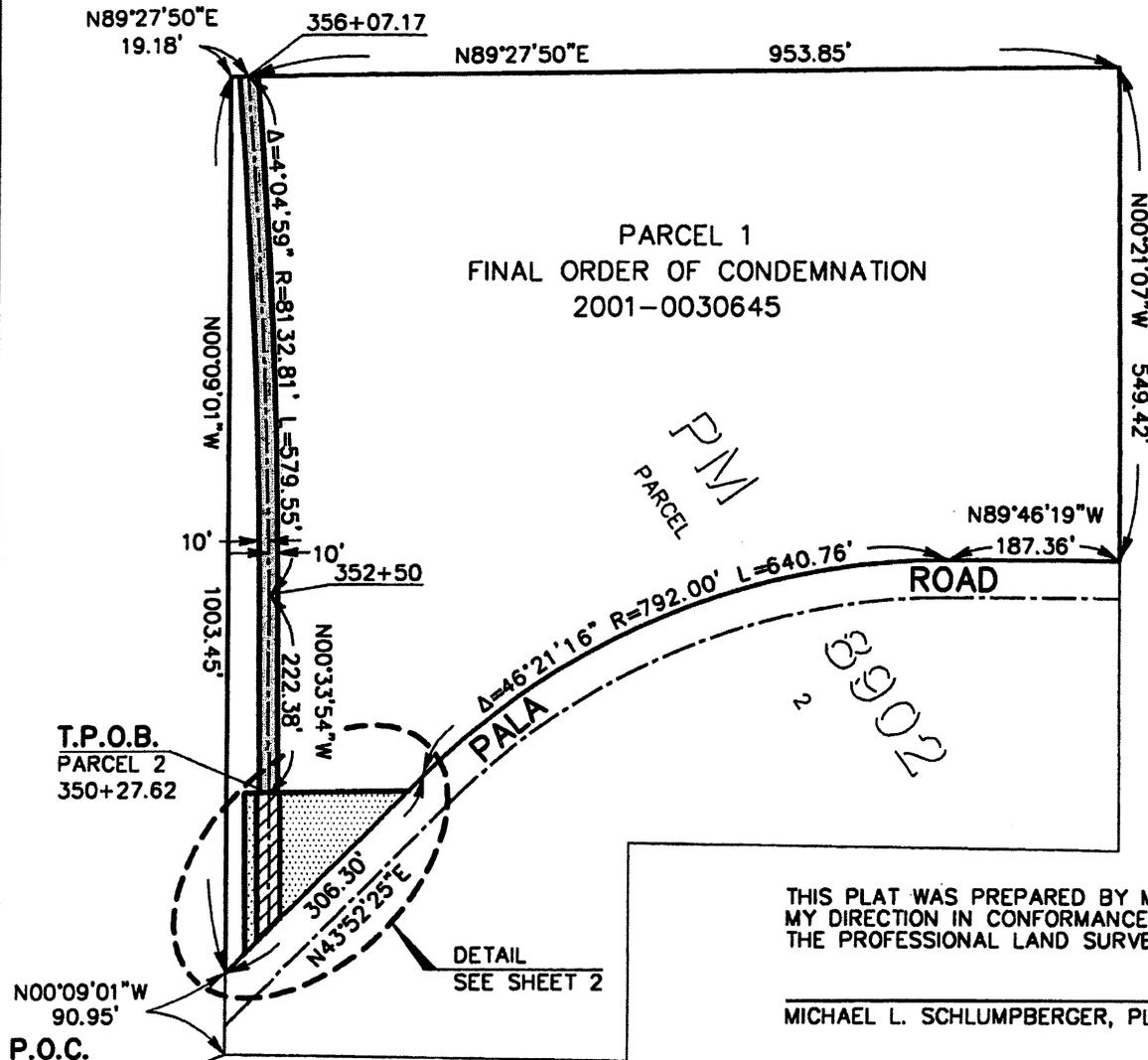
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE *Michael Schlumberger*
LICENSED LAND SURVEYOR

DATE July 24, 2006



EXHIBIT "B"



PARCEL 1
FINAL ORDER OF CONDEMNATION
2001-0030645

PM
PARCEL

ROAD

PALA

8902

T.P.O.B.
PARCEL 2
350+27.62

DETAIL
SEE SHEET 2

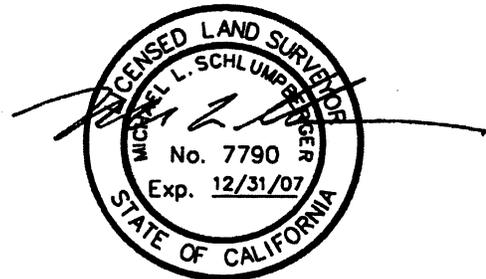
P.O.C.
90.95'

SOUTHWEST CORNER
OF PARCEL 2 PM 8902

THIS PLAT WAS PREPARED BY ME OR UNDER
MY DIRECTION IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYOR'S ACT

MICHAEL L. SCHLUMBERGER, PLS 7790

-  DENOTES AREA OF EASEMENT ACQUISITION
3,850 SQUARE FEET MORE OR LESS
-  DENOTES AREA OF SUBTERRANEAN
EASEMENT ACQUISITION
251,934 CUBIC FEET MORE OR LESS
-  DENOTES AREA OF TEMPORARY
CONSTRUCTION EASEMENT ACQUISITION
15,900 SQUARE FEET MORE OR LESS



NOTE: ALL DIMENSIONS SHOWN HEREON
ARE COMPILED FROM RECORD DATA.

ASSESSORS' PARCEL NO.: 158-030-47

Right-Of-Way Engineering Services, Inc.
Land Surveying
4167 Avenida de la Plata Ste. 114 • Oceanside, CA 92056
(760) 732-1366 FAX (760) 732-1367
Drawing file name: 158-030-47 Easements.dwg

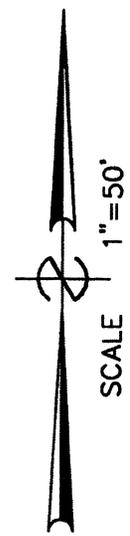
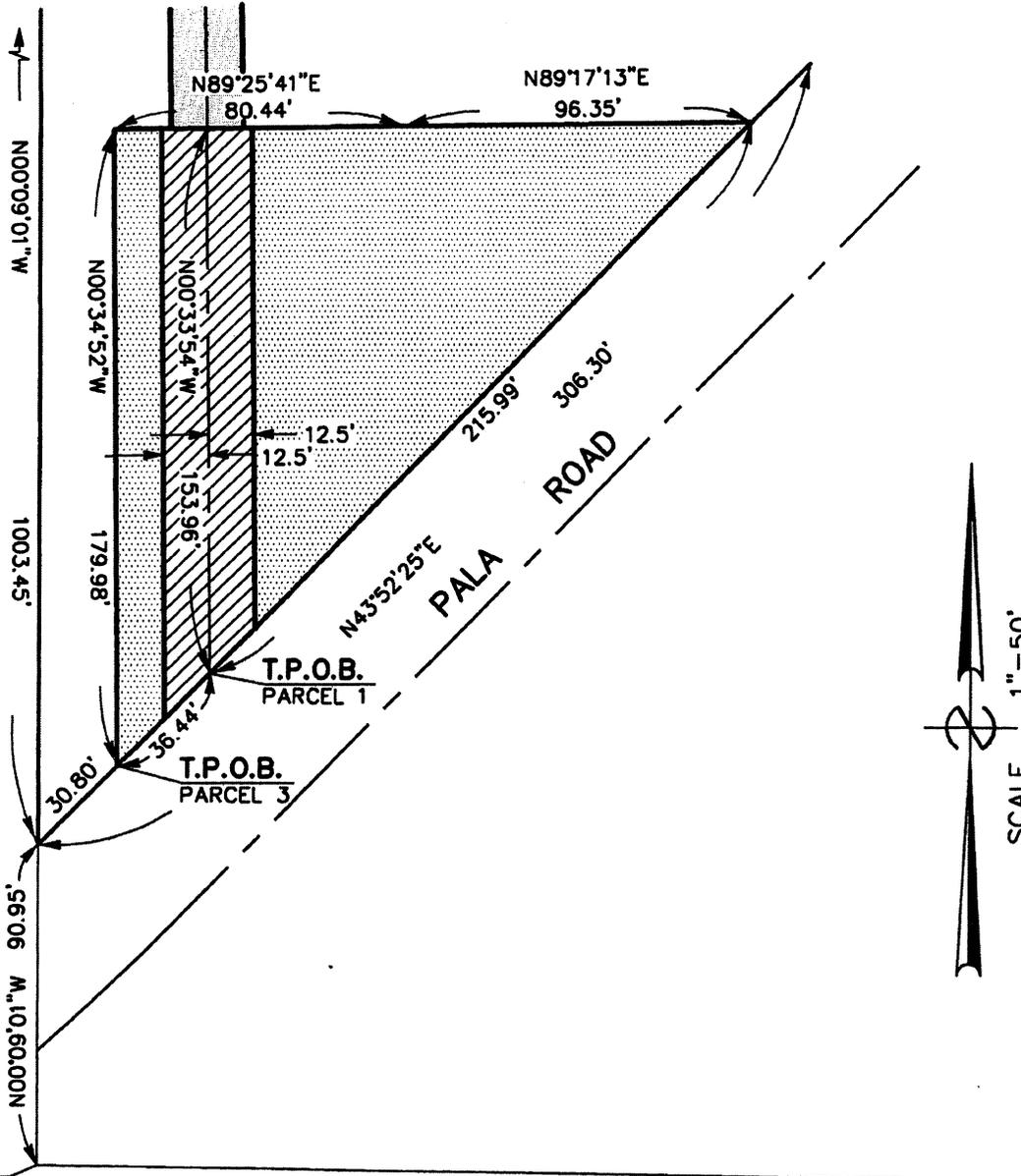
CITY OF OCEANSIDE

VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT

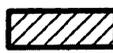
DATE: JULY 19, 2006

SHEET 1 OF 2

EXHIBIT "B"



P.O.C.
SOUTHWEST CORNER
OF PARCEL 2 PM 8902

-  DENOTES AREA OF EASEMENT ACQUISITION
3,850 SQUARE FEET MORE OR LESS
-  DENOTES AREA OF TEMPORARY
CONSTRUCTION EASEMENT ACQUISITION
15,900 SQUARE FEET MORE OR LESS

ASSESSORS' PARCEL NO.: 158-030-47

Right-Of-Way Engineering Services, Inc.
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4167 Avenida de la Plata Ste. 114 • Oceanside, CA 92058
(760) 732-1366 FAX (760) 732-1367
Drawing file name: 158-030-47 Easements.dwg

CITY OF OCEANSIDE	
VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT	
DATE: JULY 19, 2006	SHEET 2 OF 2

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

CITY CLERK
CITY OF OCEANSIDE
300 NORTH COAST HIGHWAY
OCEANSIDE, CA 92054

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.:158-030-47 (Easement Rights Only)

CITY DOCUMENT NO.

NO DOCUMENTARY TRANSFER TAX DUE R&T CODE §11922
FOR BENEFIT OF PUBLIC AGENCY – NO FEES DUE GOV'T CODE §27383

GRANT OF EASEMENT FOR SANITARY SEWER

This Easement is the subject of a Memorandum of Understanding, dated July 1, 2008, by and between Grantor and Grantee, which document is a public record on file in the Office of the City Clerk of the City of Oceanside

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Oceanside Unified School District, a public school district organized and operating under the laws of the State of California,

do(es) hereby **GRANT** to the **CITY OF OCEANSIDE**, a municipal corporation, of the State of California, its successors and assigns, a perpetual, non-exclusive easement and right-of-way for, and the right to use for **SANITARY SEWER PURPOSES** and those appurtenances and uses commonly associated therewith, through, in, on, across, over, under and above that certain portion of Grantor's real property situated in the City of Oceanside, County of San Diego, State of California, more particularly described as follows:

**SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" AND A SKETCH
THEREOF MARKED EXHIBIT "B", ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCED.**

Together with the right to construct, reconstruct, repair, replace, operate and maintain said facilities and the right to enter upon, pass and repass over, along, and beside said easement and right-of-way and to deposit tools, implements and material thereon, by said City of Oceanside, its officers, employees, agents, successors, or assigns, or by any contractor, its agents and employees engaged by said City, its successors or assigns, whenever and wherever necessary for the purposes herein set forth, and subject to the terms and conditions set forth in said Memorandum of Understanding.

GRANTOR shall not plant any tree within or erect any fence, wall or other type of structure over, across or upon said easement and right-of-way without first obtaining written permission from said City, which permission shall not be unreasonably withheld.

Oceanside Unified School District

Dated: 8/15/08

By: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Diego)^{SS.}

On Aug 15, 2008 before me, SONJA JOHNSON,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared JANET BLEDSOE LACY,
Name(s) of Signer(s)

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]
Signature of Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

ASSESSOR'S PARCEL NUMBER: 158-030-47
VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT

PARCEL 1- PERMANENT EASEMENT

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THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 00°09'01" WEST, 90.95 FEET TO THE SOUTH WESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 43°52'25" EAST, 67.24 FEET;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°33'54" WEST, 153.96 FEET TO THE **TRUE POINT OF BEGINNING OF SAID CENTERLINE** WITH AN ELEVATION OF 33.57 FEET, BEING AT STATION 350+27.62 AND IN A VERTICAL CURVE CONCAVE UPWARD, THE PVI STATION OF WHICH IS AT 349+84.30 WITH AN ELEVATION OF 42.50 FEET, A LENGTH OF 1202.10 FEET, A PVT STATION OF 361+86.40 WITH AN ELEVATION OF -0.84 FEET, A RATE IN OF -21.26% AND A RATE OUT OF 14.05%;

THENCE CONTINUING NORTH 00°33'54" WEST, 222.38 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 8,132.81 FEET, WITH AN ELEVATION OF -3.62 FEET AT STATION 352+50;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°04'59" AN ARC LENGTH OF 579.55 FEET TO THE NORTH LINE OF SAID PARCEL 1 AND THE **TERMINUS OF SAID CENTERLINE** HAVING AN ELEVATION OF -32.94 FEET AT STATION 356+07.17.

SIDELINES OF SAID 20.00 FOOT CYLINDER TO BE EXTENDED OR FORESHORTENED TO TERMINATE ON SAID NORTH LINE OF PARCEL 1 TO THE NORTH AND ON A LINE THAT BEARS SOUTH 89°25'41" WEST AND NORTH 89°25'41" EAST FROM THE BEGINNING OF SAID CENTERLINE TO THE SOUTH.

ELEVATIONS STATED HEREIN ARE BASED ON CITY OF OCEANSIDE BENCHMARK A-11 WITH A 1983 ADJUSTED ELEVATION OF 49.015 FEET ACCORDING TO CITY OF OCEANSIDE BENCHMARK BOOK.

CONTAINING 251,934 CUBIC FEET MORE OR LESS

PARCEL 3- TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF PARCEL 1 IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED IN THAT FINAL ORDER OF CONDEMNATION RECORDED JANUARY 19, 2001 AS DOC# 2001-0030645 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2 OF PARCEL MAP 8902 RECORDED JULY 6, 1979 AS FILE NO. 79-281302;

THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 2 NORTH 00°09'01" WEST, 90.95 FEET TO THE SOUTH WESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 43°52'25" EAST, 30.80 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 00°34'52" WEST, 179.98 FEET;

THENCE NORTH 89°25'41" EAST, 80.44 FEET;

THENCE NORTH 89°17'13" EAST, 96.35 FEET TO SAID SOUTHERLY LINE OF PARCEL 1;

THENCE SOUTH WESTERLY ALONG SAID SOUTHERLY LINE SOUTH 43°52'25" WEST, 252.43 FEET TO THE **TRUE POINT OF BEGINNING**.

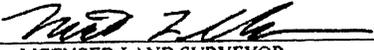
EXCEPTING THEREFROM:

THAT PORTION DESCRIBED HEREINABOVE AS PARCEL 1 - PERMANENT EASEMENT.

IT IS UNDERSTOOD THAT SAID TEMPORARY CONSTRUCTION EASEMENT IS TEMPORARY AND SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF IMPROVEMENTS.

CONTAINING 15,900 SQUARE FEET MORE OR LESS

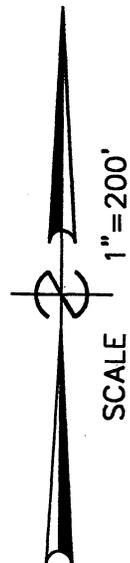
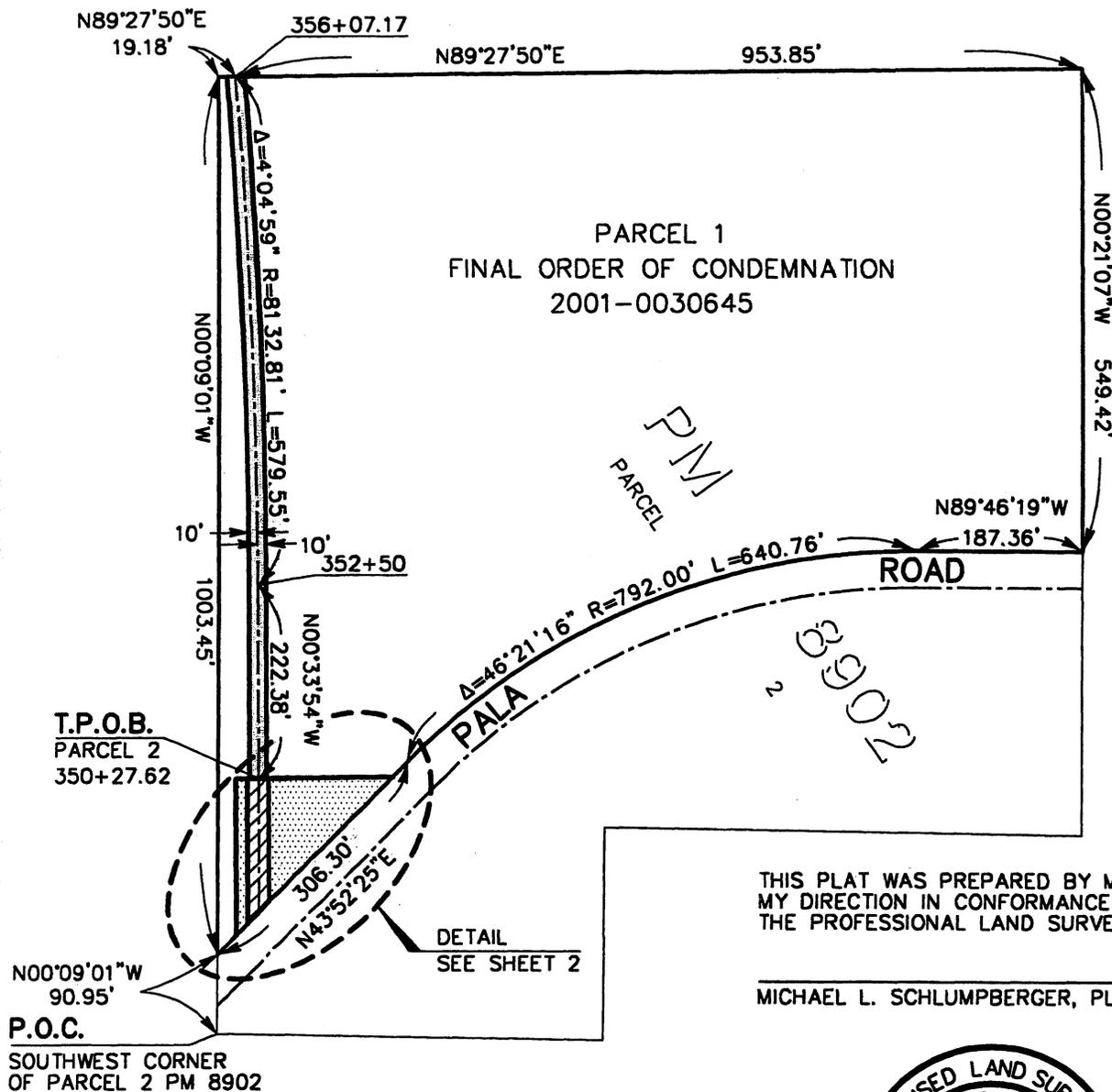
THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

SIGNATURE 
LICENSED LAND SURVEYOR

DATE July 24, 2006

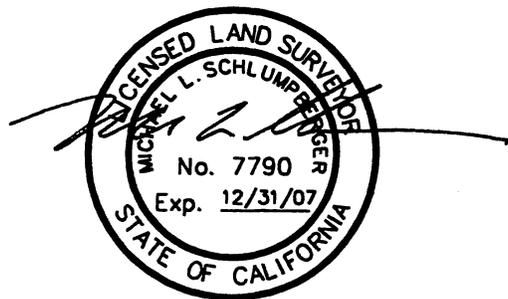


EXHIBIT "B"



THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT

MICHAEL L. SCHLUMBERGER, PLS 7790



- 
 DENOTES AREA OF EASEMENT ACQUISITION
 3,850 SQUARE FEET MORE OR LESS
- 
 DENOTES AREA OF SUBTERRANEAN EASEMENT ACQUISITION
 251,934 CUBIC FEET MORE OR LESS
- 
 DENOTES AREA OF TEMPORARY CONSTRUCTION EASEMENT ACQUISITION
 15,900 SQUARE FEET MORE OR LESS

NOTE: ALL DIMENSIONS SHOWN HEREON ARE COMPILED FROM RECORD DATA.

ASSESSORS' PARCEL NO.: 158-030-47

Right-Of-Way Engineering Services, Inc.
 Land Surveying
 4167 Avenida de la Plata Ste. 114 • Oceanside, CA 92056
 (760) 732-1366 FAX (760) 732-1367
 Drawing file name: 158-030-47 Easements.dwg

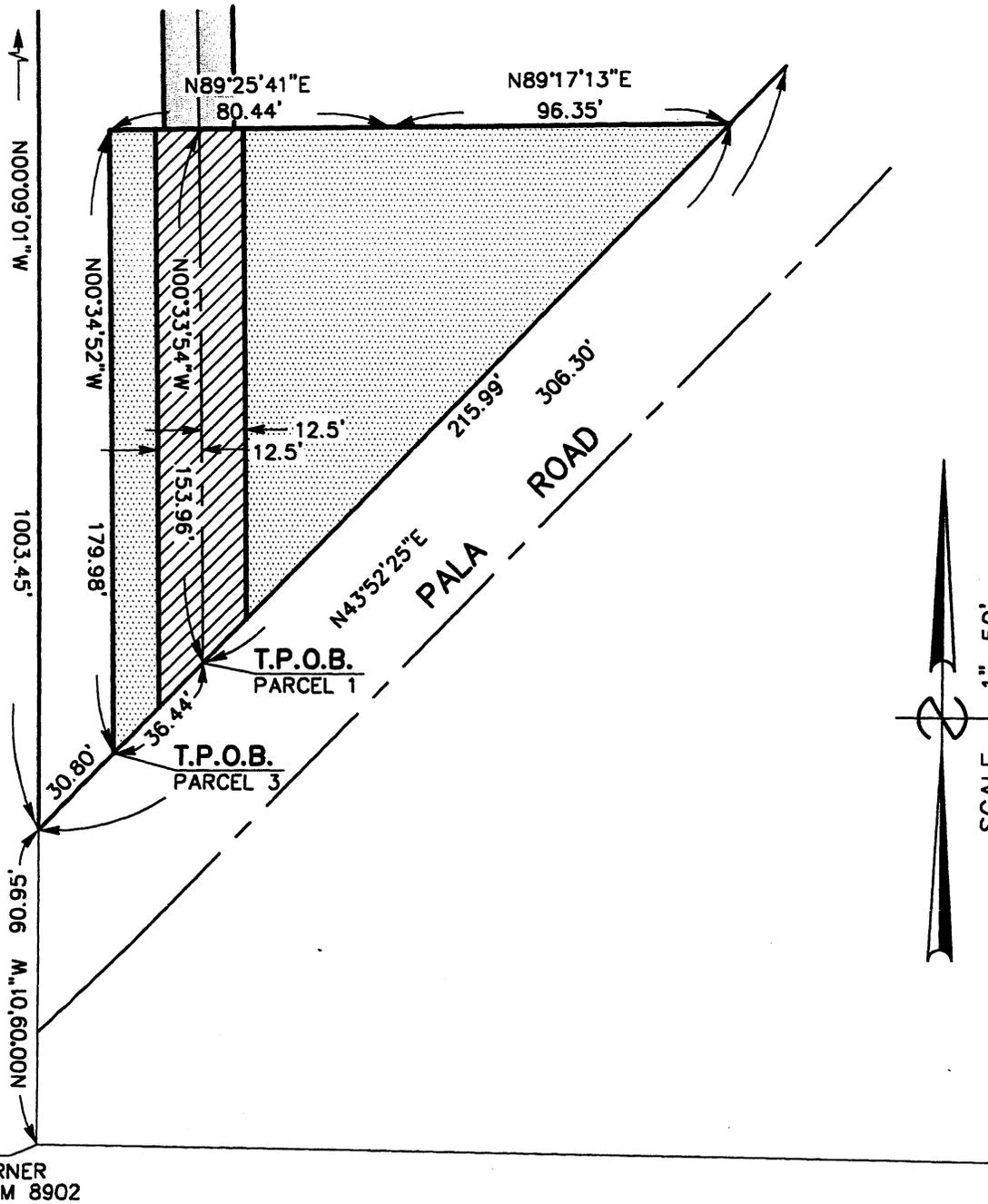
CITY OF OCEANSIDE

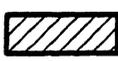
VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT

DATE: JULY 19, 2006

SHEET 1 OF 2

EXHIBIT "B"



-  DENOTES AREA OF EASEMENT ACQUISITION
3,850 SQUARE FEET MORE OR LESS
-  DENOTES AREA OF TEMPORARY
CONSTRUCTION EASEMENT ACQUISITION
15,900 SQUARE FEET MORE OR LESS

ASSESSORS' PARCEL NO.: 158-030-47

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CITY OF OCEANSIDE

VESTING: OCEANSIDE UNIFIED SCHOOL DISTRICT

DATE: JULY 19, 2006

SHEET 2 OF 2