

STAFF REPORT*CITY OF OCEANSIDE*

DATE: December 2, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF AGREEMENT AND EASEMENT FOR MANCE BUCHANON PARK PERIMETER FENCING WITH MURRAY MISSION HOMEOWNERS' ASSOCIATION**

SYNOPSIS

Staff recommends that the City Council approve an agreement and easement with the Murray Mission Homeowners' Association for the perimeter fencing along the easterly side of Mance Buchanan Park on private property designated as Assessor Parcel Numbers 157-661-45 and 157-662-23; and authorization for the Mayor to execute the document.

BACKGROUND

During the joint planning and development process for Mance Buchanan Park and Cesar Chavez Middle School, a series of community meetings were conducted. Attending these meetings were residents of the Murray Mission neighborhood that abuts the easterly edge of the park.

Some of the Murray Mission residents raised concerns about the effect of open public access to the park through the neighborhood and park users parking along Gardenia Street. They requested that a fence be installed along the easterly edge of the park to reduce these concerns. Overhead San Diego Gas and Electric ("SDG&E") electrical transmission lines run between the park and backyards of the homes along Gardenia Street within an easement over Murray Mission Homeowners' Association (the "HOA") common area lots. If the fence was placed on the easterly line of the park it would create hidden corridors that could potentially become a nuisance for the bordering residents, areas conducive for crime and illicit activities, and increase maintenance and policing obligations of the HOA.

In looking for an acceptable solution to eliminate these corridors, staff and members of the HOA Board of Directors met and concurred that the best way would be to place the fencing on the common areas as an extension of the rear fences of the homes along Gardenia Street. Not wanting to cause delays in the completion of the park improvements, the HOA granted verbal permission to place the fence on its property to secure the perimeter during construction and after the park opened to the public. As a condition of allowing the fence to be on its property the HOA asked that gates be

installed to provide access for maintenance of the fenced-off common areas and to the park by its residents. Since the City would not necessarily need such access, except for possible ease in maintaining the fence, the terms of an agreement for the maintenance of the gates and the grant of an easement for the fencing to discourage public access through the common areas were negotiated with the HOA.

ANALYSIS

The following is a summary of the terms of the proposed agreement and easement for the perimeter fence between the park and the common area lots:

Grant of Easement: The HOA would grant a 20-foot-wide easement to the City for installation and maintenance of the fence. The easement lies 10 feet on both sides of the centerline of the fence. Further granted are access rights across the common area lot to the fence for maintenance purposes.

Fence and Gates: City shall be responsible for the maintenance of the fencing and service access gate. The HOA shall be responsible for maintenance of the pedestrian gates and the opening and securing of the gates. City and the HOA shall furnish each other with keys to their respective gates.

Maintenance: The HOA shall be responsible for the maintenance and upkeep of the common areas. However, at the same times as maintaining the park, City shall remove litter from the common area lying westerly of the fences. City shall also be responsible for removal of graffiti from the rear fences of the homes backing onto the common areas. Maintenance of walkways to the fence and gates from the east would be that of the HOA and westerly of the fence that of the City.

The fencing and gates have been in place under verbal authorization for a couple of years and City and HOA have been working under the terms set forth above without a formal easement or written agreement. The HOA recently acted on approving the agreement and easement and has submitted it for approval by the City Council. Therefore, it would be appropriate at this time that the City Council approve the agreement and easement and authorize the Mayor to execute the document.

FISCAL IMPACT

The costs for the periodic maintenance of the fencing are included in the Public Works Department's parks maintenance operating budget. Maintenance responsibility for the pedestrian gates is that of the HOA.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

The referenced document has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

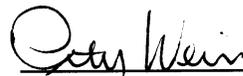
Staff recommends that the City Council approve the agreement and easement with the Murray Mission Homeowners' Association for the perimeter fencing along the easterly side of Mance Buchanan Park on private property designated as Assessor Parcel Numbers 157-661-45 and 157-662-23; and authorization for the Mayor to execute the document.

PREPARED BY:

SUBMITTED BY:



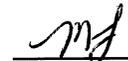
William F. Marquis
Senior Property Agent



Peter A. Weiss
City Manager

REVIEWED BY:

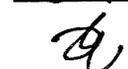
Michelle Skaggs Lawrence, Deputy City Manager



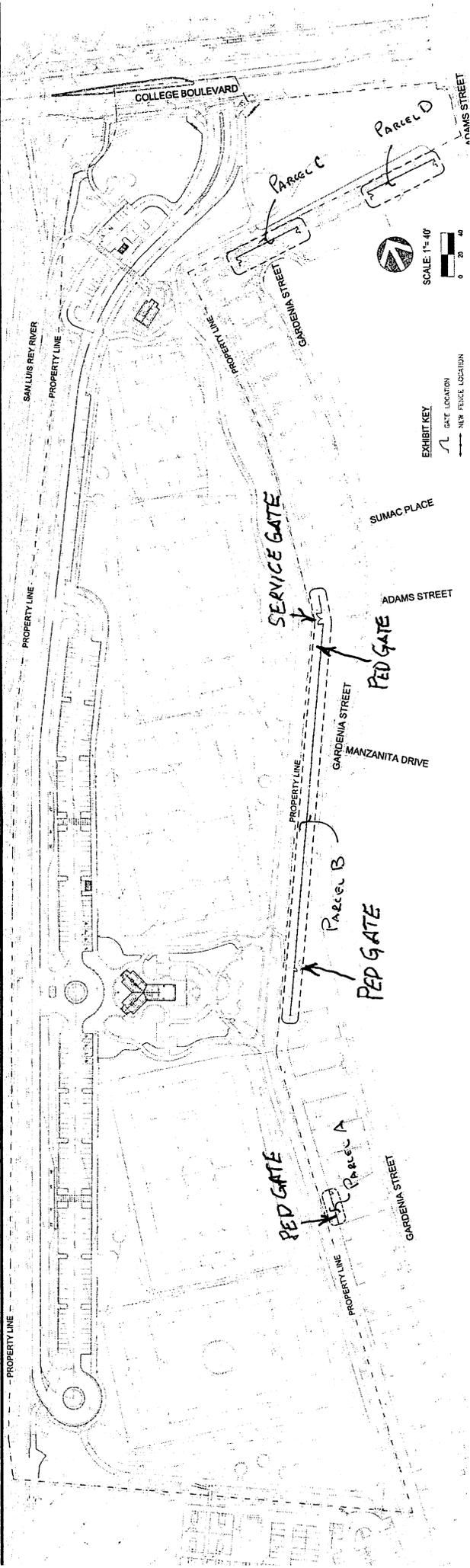
Jane McVey, Economic and Community Development Director



Douglas E. Eddow, Real Property Manager



CITY OF OCEANSIDE MANCE BUCHANON PARK AND MURRAY MISSION HOMEOWNERS ASSOCIATION
 JOINT USE AND MAINTENANCE AGREEMENT EXHIBIT



RECORDING REQUESTED BY:

AFTER RECORDING MAIL TO:

City Clerk
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

SPACE ABOVE THIS LINE FOR RECORDER'S USE
City Document No.

AGREEMENT AND EASEMENT
FOR
MANCE BUCHANON PARK PERIMETER FENCING

THIS AGREEMENT AND EASEMENT (this "Agreement"), dated January 31, 2007, solely for identification purposes, is made and entered into by the CITY OF OCEANSIDE, a municipal corporation, hereinafter referred to as "City", and MURRAY MISSION HOMEOWNERS' ASSOCIATION, a California nonprofit mutual benefit corporation, hereinafter referred to as "Murray Mission."

RECITALS

WHEREAS, Murray Mission is the legal and equitable owner of that certain real property situated in the City of Oceanside, County of San Diego, State of California, described as Lots 67 and 68 of Murray Mission Unit No. 3, according to Map thereof No. 11012, filed in the Office of the County Recorder of San Diego County, August 9, 1984, (the "Property"), said Property being common area maintained and enjoyed by the Murray Mission residents;

WHEREAS, City is the legal and equitable owner of that certain real property, commonly referred to as Mance Buchanon Park, lying adjacent to and northerly and westerly of the Property, (the "Park");

WHEREAS, Murray Mission has requested that fencing be installed along the perimeter of the Park to discourage public trespass upon the Property and into the adjoining neighborhood; and

WHEREAS, Murray Mission and City have agreed that City may plan, construct and maintain fencing on portions of the Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Grant of Easement.** Murray Mission does hereby grant to City, its successors or assigns, a perpetual easement and right-of-way for and the right to use, construct, reconstruct, repair, replace, operate and maintain 6-foot-high chain link fencing and appurtenances (the

"Fence"), in, on, over, above and across those certain portions of the Property as more particularly described in a legal description thereof, marked Exhibit "A", and as shown on a sketch thereof, marked Exhibit "B", attached hereto and incorporated herein by reference (the "Easement").

The easement rights granted herein include the following: (a) the right of ingress and egress, to and from the Easement, across the Property for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with Murray Mission's reasonable use of the Property; (b) the right to enter upon, pass and repass over, along, and beside the Easement; and (c) the right to deposit tools, implements and material thereon, by City, its officers, employees, agents, successors, or assigns, or by any contractor, its agents and employees engaged by City, its successors or assigns, whenever and wherever necessary or convenient for the purposes herein set forth and in a manner so as not to unreasonably interfere with Murray Mission's use and enjoyment of the Property. For the purpose of this Agreement and without limiting the rights granted to City herein, City hereby assigns the access rights herein granted to San Diego Gas and Electric Company, its successors or assigns, solely for the purpose of inspecting, operating and maintaining its electrical facilities located immediately adjacent to and westerly of the Easement and subject to the security provisions set forth in Section 3.a, below.

2. Purpose of Agreement. Murray Mission is desirous of controlling public access to the Property and adjoining neighborhood from and to the Park; and Murray Mission and City do hereby mutually agree that City may plan, construct and maintain the Fence and appurtenances within and upon the Easement to discourage public trespass upon the Property and into the adjoining neighborhood.

3. Fence and Gates.

a. Obligations of City. City hereby covenants and agrees to construct the Fence in a professional and good workmanlike manner and to maintain the Fence, including footings, posts and caps, rails and end caps, tension bands, bars and wire, brace bands, and chain link fabric, including the service access gate and hardware (the "Service Access Gate"), as identified on Sheet 2 of said Exhibit "B", in a clean and neat condition and in good repair at all times. Within 72 hours of receipt of notice, or as soon as possible thereafter, whether such notice is given verbally or in writing from Murray Mission or its agents, any member of the public, or the actual discovery of damage to or destruction of the Fence, or any part thereof, by City employees or agents, City shall repair and/or replace or cause the repair or replacement of any damage or destruction of the Fence. Said Service Access Gate shall remain secured and locked at all times, except when used for access for maintenance and repair of the Fence and access to utilities and other public and quasi-public improvements situated on the Property and the Park, and in such event, City, its successors or assigns, shall re-secure and lock said Service Access Gate upon exiting the Property.

b. Obligations of Murray Mission. Notwithstanding the provisions of Section 3.a, above, Murray Mission hereby covenants and agrees to maintain the gate(s) installed within the Fence for pedestrian purposes, as identified on Sheet 2 of said Exhibit "B", together with the gates installed in those portions of the Fence within Parcels A, C and D as described in said Exhibit "A" (collectively the "Pedestrian Gates"), in a clean and neat condition and in good working order at all times. Said maintenance of the Pedestrian Gates shall include, but not limited to, the repair or replacement of framing, chain link fabric, tension bars and braces, hinges, latches and collars, and locks or locking mechanisms and equipment. Murray

Mission further covenants and agrees that it shall open (unlock) and secure (lock) or shall cause the opening and securing of the Pedestrian Gates in a manner and means deemed appropriate by Murray Mission and that City shall not be called upon nor be held accountable for opening and securing the Pedestrian Gates, except for such times as City, its officials, agents or employees, actually unlock and open said gates.

4. **Locks and Keys.** City and Murray Mission shall each provide the other party with a key or combination (or in the event of the use of a non-reproducible (do not copy) key a set of keys, the number of which shall be mutually determined by the parties) to the party's lock. Notwithstanding the foregoing, nothing herein shall prevent the use of a gang lock array on the gates. The responsible party shall comply with and install a fire access Knox padlock, or other appropriate device or system, on the respective gate in the event the Oceanside Fire Chief, or his authorized representative, requires the installation of such lock, device or system.

5. **Walkways.** City hereby agrees, at its sole cost and expense, to maintain that portion of the walkways leading into the Park from the Property lying westerly of the Easement Centerline (Fence). Murray Mission hereby agrees, at its sole cost and expense to maintain the walkways leading into the Park from Gardenia Street to the Easement Centerline (Fence).

6. **Maintenance of the Property.** Except as expressly stated elsewhere in this Agreement, Murray Mission shall be solely responsible for the maintenance and upkeep of the Property and all appurtenances thereto. Notwithstanding the foregoing, City, or its contractor shall, at the times when conducting maintenance and litter removal at the Park, remove and properly dispose of all litter and debris that is present on that portion of the Property lying westerly and northerly of the Easement and the rear fences of the homes backing onto the Property. It is expressly understood between the parties that graffiti removal from the rear of the fences of the homes backing onto the Property shall be the responsibility of the respective property owners.

7. **Indemnification.** City shall indemnify and hold harmless Murray Mission, its officers, agents and employees against all claims for damages to persons (including death) or property arising out of the conduct of City or its employees, agents, or others, in connection with its use of the Property and Easement under this Agreement, except only for those claims arising from the sole and active negligence or sole willful conduct of Murray Mission, its officers, agents, or employees. City's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by Murray Mission, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, City at its own expense shall, upon written request by Murray Mission, defend any such suit or action brought against Murray, its officers, agents, or employees. The indemnity contained herein shall include any claims arising out of the public's trespass onto the Property from the Park.

Murray Mission shall indemnify and hold harmless City, its officers, agents and employees against all claims for damages to persons (including death) or property arising out of the conduct of Murray Mission or its employees, agents, or others, in connection with its use and occupation of the Property under this Agreement, except only for those claims arising from the sole and active negligence or sole willful conduct of the City, its officers, agents, or employees. Murray Mission's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Murray Mission at its own expense shall, upon written request by City, defend any such suit or action brought against the City, its officers, agents, or employees.

8. Time is of Essence. Time is of the essence of all of the terms, covenants, conditions and provisions of this Lease.

9. Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To City:

City of Oceanside
Public Works Director
300 North Coast Highway
Oceanside, CA 92054

Phone: (760) 435-4500

Fax: (760) 435-5103

To Murray Mission:

Murray Mission Homeowners' Association
c/o Bruner & Rosi Management
5651 Palmer Way, Suite A
Carlsbad, CA 92011

Phone: (760) 603-9404

Fax: (760) 603-9496

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of: i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above; or (ii) three (3) working days following the deposit in the United States Mail of certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

10. Entire Agreement. This Agreement comprises the entire integrated understanding between City and Murray Mission concerning the use and occupation of the Easement and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of this Agreement, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

11. Interpretation of the Agreement. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs in addition to any other relief. Venue for enforcement of this Agreement shall be in the Superior Court of San Diego County, North County Branch. The parties agree that before either party commences any legal or equitable action, action for declaratory relief,

suit, proceeding, or arbitration that the parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in San Diego County, or if a mediator cannot be agreed upon by a mediator appointed by the Judicial Arbitration and Mediation Service in San Diego County. The parties shall share the cost of mediation equally.

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

12. **Agreement Modification.** This Agreement may not be modified orally or in any manner other than by an amendment or modification in writing signed by the parties hereto and filed in the Official Records in the Office of the County Recorder of San Diego County.

13. **Section Headings.** The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision thereof.

14. **Gender/Singular/Plural.** The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires. The singular number includes the plural whenever the context so requires.

15. **Exhibits.** All exhibits referred to in this agreement and attached hereto are made a part hereof and are incorporated herein by this reference.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
[Signatures on Following Page]***

IN WITNESS WHEREOF, this Agreement constitutes an offer to purchase the Property on the terms and conditions contained in this Agreement and the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date first above written.

CITY
City of Oceanside,
a municipal corporation

MURRAY MISSION
Murray Mission Homeowners' Association,
a California nonprofit mutual benefit
corporation

By: _____
Mayor

By: Ted Manonelli
Its: PRESIDENT

Date: August 18, 2009

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: [Signature]
City Attorney

By: _____
Its: _____

Date: _____

SIGNATURE(S) MUST BE NOTARIZED; NOTARY USE CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

ACKNOWLEDGMENT

State of California
County of San Diego

On August 18, 2009 before me, Krystal D. Cavataio, Notary Public
(insert name and title of the officer)

personally appeared Ted Marioncelli,
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 Krystal D. Cavataio (Seal)



EXHIBIT "A"

PARCEL A

THAT PORTION OF LOT 67 OF MURRAY MISSION UNIT NO. 3, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11012 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 9, 1984 AS FILE NO. 84-304138 OF OFFICIAL RECORDS, BEING A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 61 OF SAID MAP NO. 11012; THENCE SOUTH $10^{\circ}45'57''$ WEST 77.39 FEET, PARALLEL WITH THE WESTERLY LINE OF SAID LOT 67, TO THE SOUTHERLY LINE OF SAID LOT 67.

THE SIDELINES OF SAID 20-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE SOUTHERLY LINE OF SAID LOT 67, THE SOUTHERLY LINE OF SAID LOT 61 AND THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 61.

CONTAINING AN AREA OF 1,546 SQUARE FEET, MORE OR LESS.

PARCEL B

THOSE PORTIONS OF LOTS 67 AND 68 OF MURRAY MISSION UNIT NO. 3, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11012 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 9, 1984 AS FILE NO. 84-304138 OF OFFICIAL RECORDS, BEING A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 66 OF SAID MAP NO. 11012; THENCE NORTH $32^{\circ}30'44''$ EAST 732.33 FEET, PARALLEL WITH THE NORTHWESTERLY LINE OF SAID LOT 67, TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 44 OF SAID MAP NO. 11012; THENCE NORTH $12^{\circ}19'36''$ EAST 34.22 FEET ALONG SAID SOUTHERLY PROLONGATION TO THE SOUTHWEST CORNER OF SAID LOT 44.

THE SIDELINES OF SAID 20-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS, TO TERMINATE IN THE NORTHERLY LINE OF SAID LOT 66, TO TERMINATE IN A LINE WHICH BEARS NORTH $57^{\circ}29'16''$ WEST FROM THE NORTHWEST CORNER OF SAID LOT 66, TO TERMINATE IN THE SOUTHERLY LINE OF SAID LOT 44 AND TO TERMINATE IN A LINE WHICH BEARS NORTH $77^{\circ}40'24''$ WEST FROM THE SOUTHWEST CORNER OF SAID LOT 44.

CONTAINING AN AREA OF 15,338 SQUARE FEET, MORE OR LESS.

PARCEL C

THAT PORTION OF LOT 68 OF MURRAY MISSION UNIT NO. 3, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11012 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 9, 1984 AS FILE NO. 84-304138 OF OFFICIAL RECORDS, BEING A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF LOT 32 OF SAID MAP NO. 11012, DISTANT SOUTH 89°20'01" EAST 4.21 FEET FROM THE WESTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 89°20'01" WEST 79.37 FEET ON SAID MAP NO. 11012; THENCE NORTH 00°20'24" EAST 15.22 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 16.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 68; THENCE NORTH 89°39'36" WEST 122.80 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 07°00'00" WEST 14.61 FEET TO THE NORTHERLY LINE OF LOT 33 OF SAID MAP NO. 11012.

THE SIDELINES OF SAID 20-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE IN THE NORTHERLY LINES OF SAID LOTS 32 AND 33.

CONTAINING AN AREA OF 3,060 SQUARE FEET, MORE OR LESS.

PARCEL D

THAT PORTION OF LOT 68 OF MURRAY MISSION UNIT NO. 3, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 11012 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON AUGUST 9, 1984 AS FILE NO. 84-304138 OF OFFICIAL RECORDS, BEING A STRIP OF LAND, 20.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF LOT 16 OF SAID MAP NO. 11012, DISTANT NORTH 89°20'01" WEST 22.90 FEET FROM THE EASTERLY TERMINUS OF THAT CERTAIN COURSE SHOWN AS NORTH 89°20'01" WEST 92.00 FEET ON SAID MAP NO. 11012; THENCE NORTH 00°54'52" EAST 14.86 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 16.00 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 68; THENCE SOUTH 89°05'08" EAST 135.30 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 00°54'52" WEST 14.46 FEET TO THE NORTHERLY LINE OF LOT 15 OF SAID MAP NO. 11012.

THE SIDELINES OF SAID 20-FOOT STRIP ARE TO BE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TO TERMINATE IN THE NORTHERLY LINES OF SAID LOTS 15 AND 16.

CONTAINING AN AREA OF 3,292 SQUARE FEET, MORE OR LESS.

EXHIBIT "B", CONSISTING OF FOUR SHEETS, IS ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

PREPARED BY:

Dennis A. Brown
DENNIS A. BROWN
PLS 4789

DATE:

5.21.07

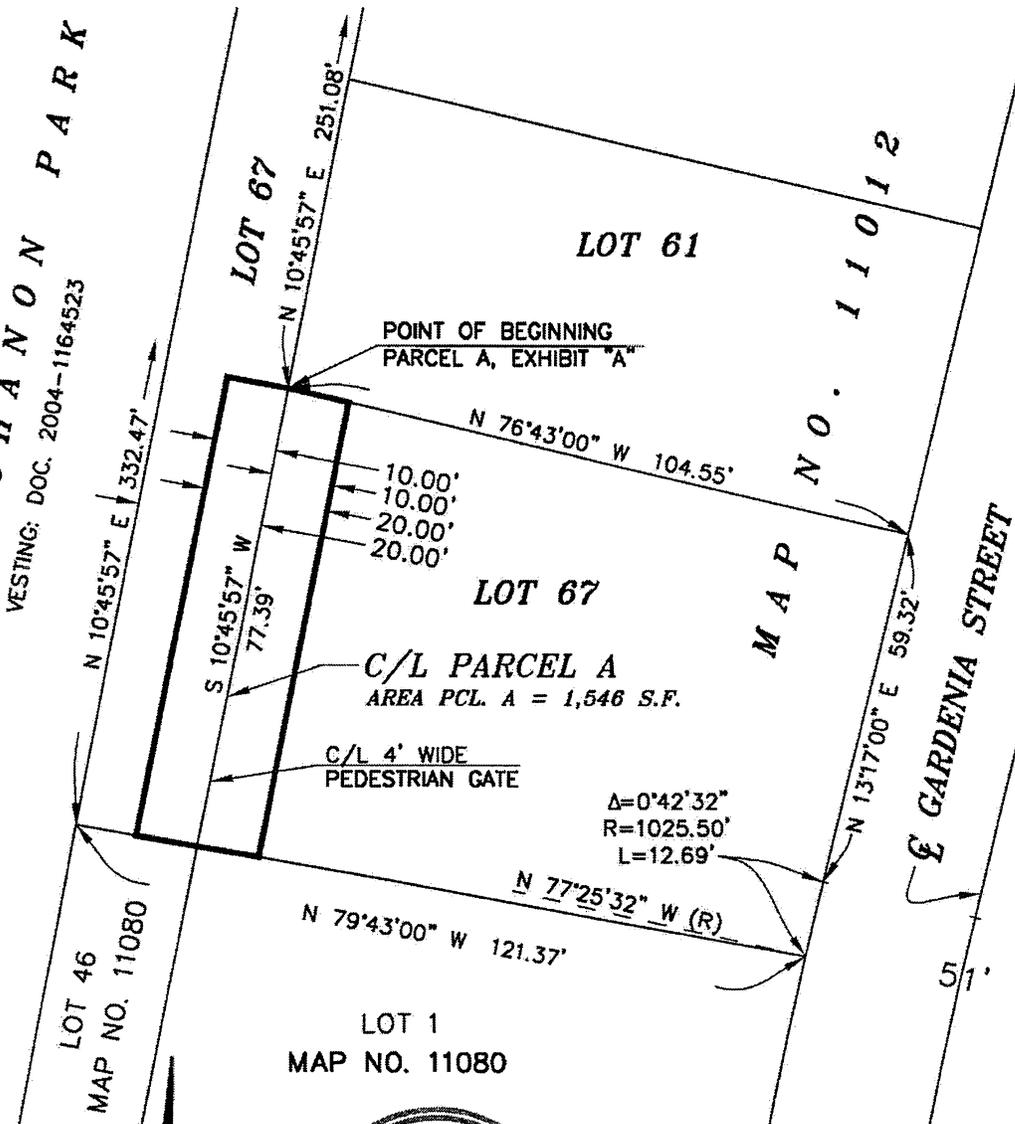
**BUCCOLA
ENGINEERING, inc.**

3142 Vista Way, Suite 301
Oceanside, CA 92056

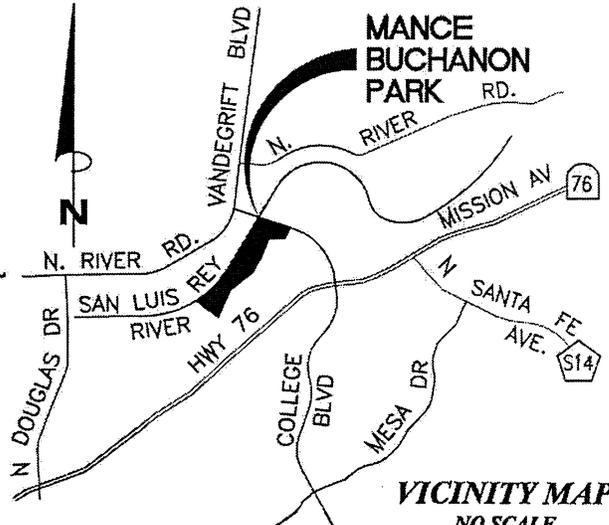
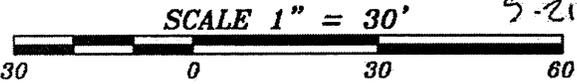
760/721-2000
FAX 760/721-2046



MANCE BUCHANON PARK
 VESTING: DOC. 2004-1164523



Dennis A. Brown
 5-21-07



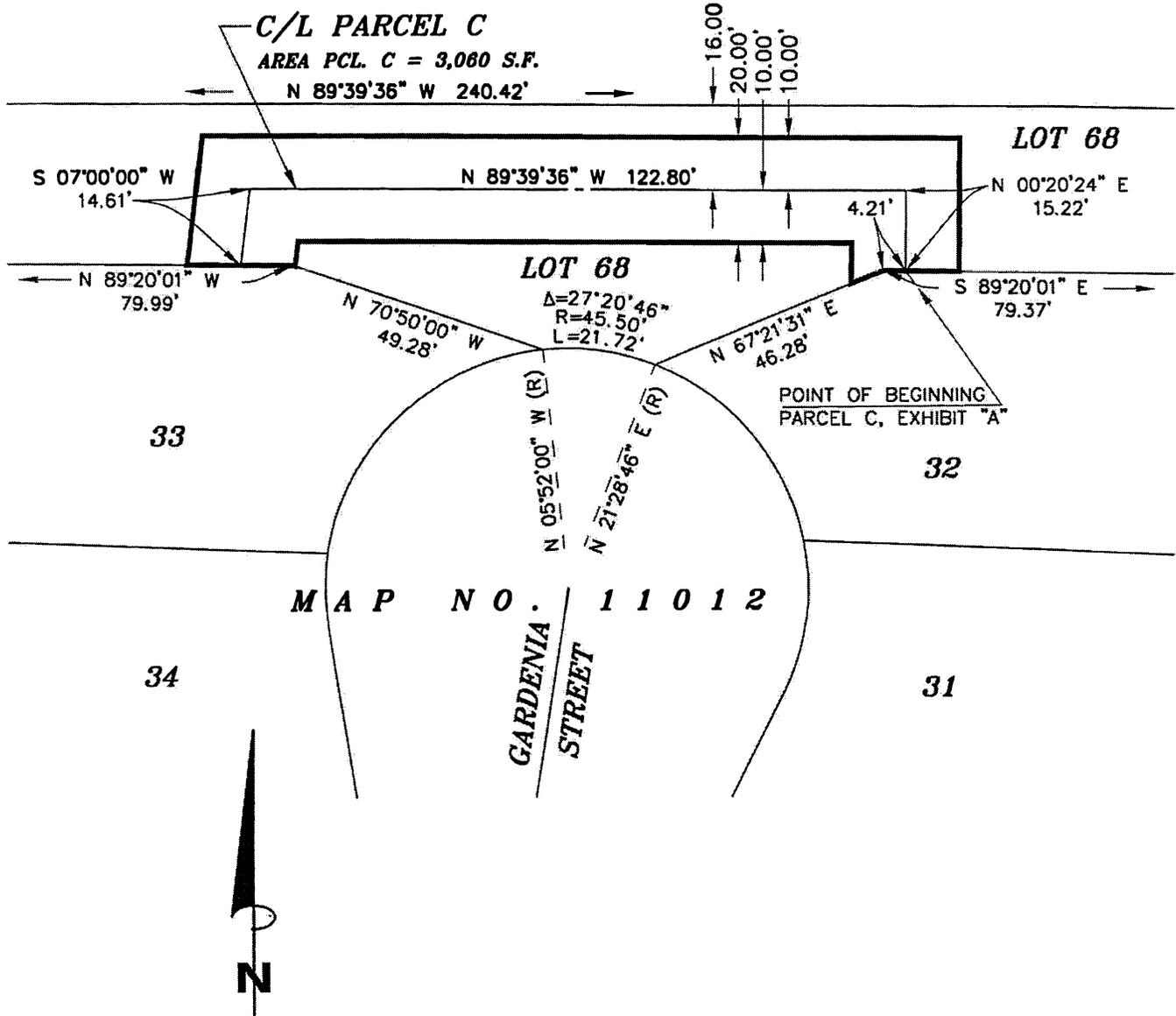
PREPARED IN THE OFFICE OF:
BUCCOLA ENGINEERING, inc
 760/721-2000
 3142 Vista Way, Suite 301, Oceanside, CA 92056

EXHIBIT "B"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

SHEET 1 OF 4 SHEETS

MANCE BUCHANON PARK

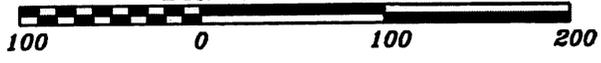
VESTING: DOC. 2004-1164523



MAP NO. 11012

GARDENIA STREET

SCALE 1" = 100'

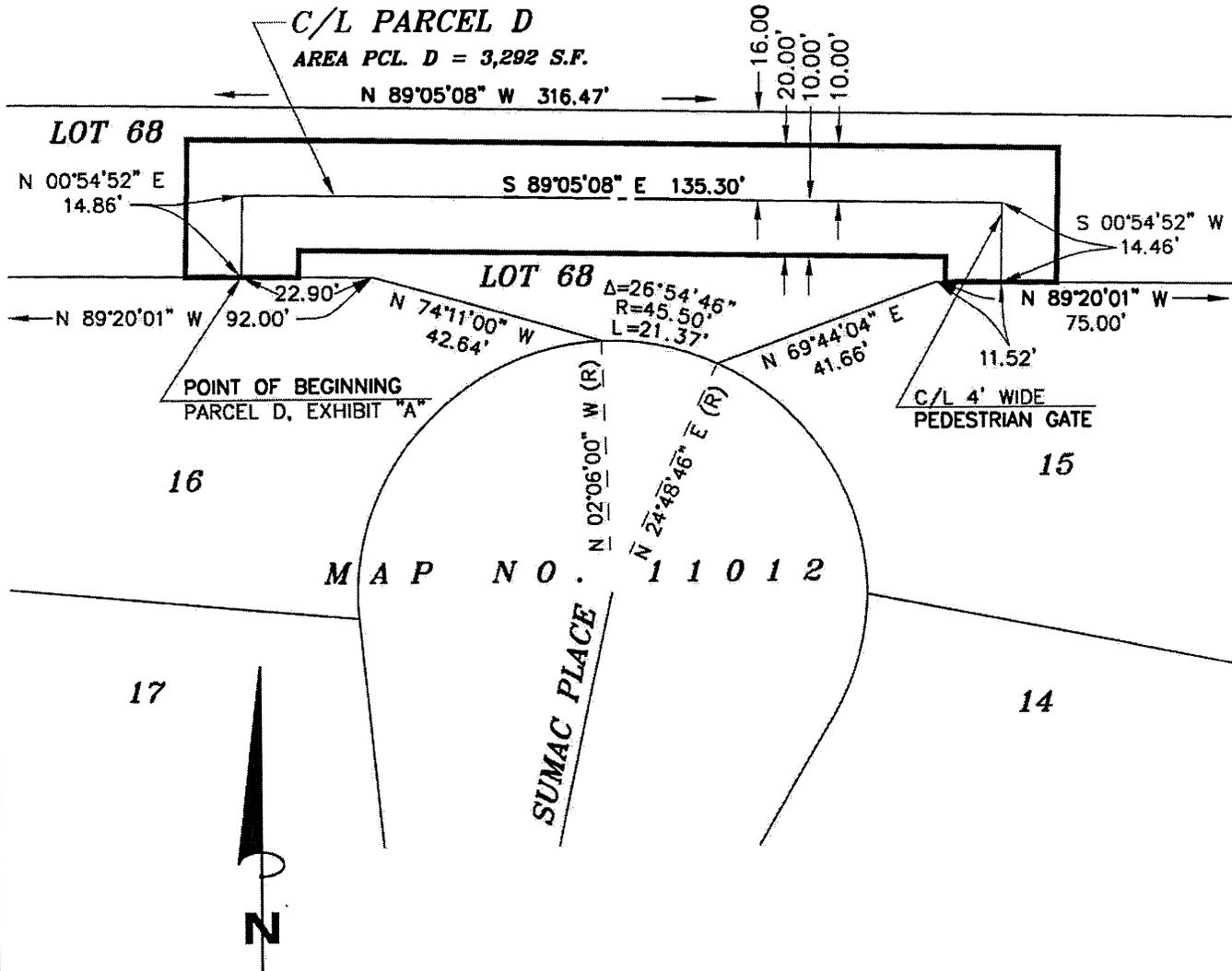


PREPARED IN THE OFFICE OF:
BUCCOLA ENGINEERING, inc 760/721-2000
3142 Vista Way, Suite 301, Oceanside, CA 92056

EXHIBIT "B"
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

MANCE BUCHANON PARK

VESTING: DOC. 2004-1164523



PREPARED IN THE OFFICE OF:

BUCCOLA ENGINEERING, inc

760/721-2000

3142 Vista Way, Suite 301, Oceanside, CA 92056

EXHIBIT "B"
 PLAT TO ACCOMPANY
 LEGAL DESCRIPTION

SHEET 4 OF 4 SHEETS