

STAFF REPORT



ITEM NO. **16**
CITY OF OCEANSIDE

DATE: February 14, 2007
TO: Honorable Mayor and City Councilmembers
FROM: Public Works Department
SUBJECT: **ACQUISITION OF EASEMENT FOR THE RAW WATER PIPELINE FOR WELLS 10 AND 11 PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a purchase and sale agreement in the amount of \$410,165 with John M. Siegel and Robert C. Siegel for the acquisition of a waterline easement needed for the Raw Water Pipeline for Wells 10 and 11 project; authorize the Mayor to execute the agreement, the City Clerk to accept the easement deed on behalf of the City, and staff to open escrow and conclude the transaction.

BACKGROUND

The Mission Basin Groundwater Purification Facility ("RO Plant"), located at 215 Fireside Drive, was originally constructed and put into operation in 1994 turning brackish groundwater into potable water through a reverse osmosis treatment process. In 2003, a subsequent expansion of the RO Plant increased the processing capacity from 2.2 million gallons per day ("mgd") to up to 6.37 mgd. The expansion of the RO Plant included the construction of three production wells, i.e., Wells 6, 7 and 8, which are not performing as well as expected.

In 1998, a study of the Mission Basin was conducted under a joint participation agreement between the City, San Diego County Water Authority and Metropolitan Water District for the Groundwater Recovery Program ("GRP"). As part of the GRP Study, the Authority drilled 11 exploratory wells to map the Mission Basin for possible future use. Under the GRP five sites were explored with an emphasis on three that can replace the poorly performing Wells 6, 7 and 8. Three of these sites are within a mile of the RO Plant, with one being on the plant site. The other two sites are on the Fire Station No. 7 property and groundwater well sites on Mission Avenue at Foussat Road.

ANALYSIS

In order to pump the untreated groundwater from the Mission Avenue site it was necessary to obtain an easement from John M. Siegel and Robert C. Siegel (collectively "Siegel") across their property adjacent to the San Luis Rey River levee. The easement runs from the intersection of new and old Foussat roads northeasterly along the levee in the approximate future alignment of Pala Road and determined to be compatible with the future development of the former drive-in theater site.

A negotiated settlement has been reached with the Siegels for the conveyance of the easement needed across their property. Under the terms of the purchase and sale agreement, Siegel will be conveying a permanent waterline easement consisting of 1.13 acres and a 6-month temporary construction easement having an area of 0.94 acre, for a total consideration of \$410,165. The City shall be responsible for payment of the escrow fees and the title insurance premium. Escrow for the transaction is to open within 7 days of City Council approval of the agreement and close within 30 days thereafter.

FISCAL IMPACT

In the adopted Fiscal Year 2006-2007 Budget, City Council approved and allocated \$4,720,709 for the Mission Basin Groundwater Purification Facility Expansion project (\$3,546,195 in account 715.857425 and \$1,174,514 in account 712.857426). A staff report presented to the City Council on November 15, 2006, stated that the engineer's estimate to construct the project is \$2,300,000, so adequate funds are available for the easement acquisition and construction of the project.

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 the purchase and sale agreement in the amount of \$410,165 with John M. Siegel and Robert C. Siegel for the acquisition of a waterline easement needed for the Raw Water Pipeline for Wells 10 and 11 project; and authorize the Mayor to execute the agreement, the City Clerk to accept the easement deed on behalf of the City, and staff to open escrow and conclude the transaction.

PREPARED BY:


William F. Marquis
Senior Property Agent

SUBMITTED BY:


Peter A. Weiss
Interim City Manager

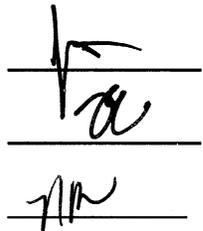
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Douglas E. Eddow, Real Property Manager

Nita McKay, Financial Services Director



PURCHASE AND SALE AGREEMENT
[And Joint Escrow Instruction]

This PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of _____, 2007 ("Effective Date"), by and between the City of Oceanside, a California municipal corporation, ("Buyer") and John M. Siegel, a married man as his sole and separate property, and Robert C. Siegel, a single man, as tenants in common, ("Seller"). The Effective Date shall be the date this Agreement is approved by the Oceanside City Council and signed by Buyer.

WHEREAS, Seller is the equitable and legal owner of that certain real property situated 3480 Mission Avenue, Oceanside, California (the "Property");

WHEREAS, Buyer has planned a public improvement project, which requires the acquisition of a permanent easement for public waterline purposes and a temporary construction easement for said waterline in and across a portion of the Property (the "Easement") as more particularly described in Exhibit "A" and as shown on a sketch thereof marked Exhibit "B", attached hereto and incorporated herein by reference; and

WHEREAS, Buyer desires to purchase the Easement from Seller and Seller agrees to sell the Easement to Buyer under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and for other valuable consideration, the parties hereto agree as follows:

ARTICLE I
RECITALS

101. Description of Easement. Seller is the owner of a fee interest in that certain real property situated in the City of Oceanside, County of San Diego, State of California, which is more particularly described in Exhibit "A" and as illustrated and delineated on a sketch thereof marked Exhibit "B", respectively incorporated herein and made a part hereof. For the purposes of this Agreement said real property is referred to as the ("Easement").

102. Status and Powers of Buyer. Buyer is a California municipal corporation organized and existing pursuant to the Constitution and statutes of the State of California and is authorized to enter into this Agreement.

103. Status and Powers of Seller. Seller is a natural person(s) and is authorized by the laws of the State of California to perform the actions and duties of the Seller more particularly described in this Agreement.

104. Purpose of Agreement. Buyer desires to purchase the Easement from Seller and Seller desires to sell the Easement to Buyer on the terms and conditions in this Agreement.

105. Public Benefit. This Agreement is for the benefit of the public and is in the furtherance of the public purposes of Buyer.

ARTICLE II DEFINITIONS AND GENERAL PROVISIONS

201. Agreement. For good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as set forth herein.

202. Definitions in General. The terms defined in Exhibit "C" attached hereto and by this reference incorporated herein, as used and capitalized herein, shall, for all purposes of this Agreement, have the meanings ascribed to them in said Exhibit "C", unless the context clearly requires some other meaning. In addition, the term "Agreement" as used herein means this Purchase and Sale Agreement.

203. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement.

ARTICLE III PURCHASE AND SALE OF PROPERTY

301. Sale of Easement. Seller agrees to sell and Buyer agrees to purchase the Easement on the terms and conditions in this Agreement.

302. Purchase Price. The purchase price of the Easement, which amount Buyer has determined to be the fair market value of the interests being conveyed in the Property from Seller to Buyer, is **Four Hundred Ten Thousand One Hundred Sixty-five Dollars (\$410,165.00)** the ("Purchase Price"). The Purchase Price is comprised of the following components: 1) Permanent Easement at \$393,785.00; and 2) Temporary Construction Easement for six (6) months at \$16,380.00.

303. Additional Temporary Construction Easement Payment. Buyer has informed Seller and Seller acknowledges that as of the Effective Date of this Agreement Buyer is uncertain of the exact time its contractor will enter upon the Property for the construction of the project. Buyer anticipates that the work on the Property should be completed no later than December 31, 2007. Buyer shall give, or cause to be given to, Seller at least ten (10) days written notice prior to Buyer's contractor entering upon Seller's Property to construct the project. In the event the construction and installation of the waterline in Seller's Property extends beyond one hundred eighty (180) days after entering upon the Property to perform the work, the Buyer agrees to pay Seller the sum of Two Hundred Dollars (\$200.00) per day, as additional rent, for the use of the Temporary Construction Easement. Payments made pursuant to this Section 303, if any, shall be made outside of

Escrow and made directly to Seller from Buyer, the Escrow Agent is not to be concerned with and is hereby relieved of any responsibility for any such payments.

ARTICLE IV
SELLER'S REPRESENTATIONS AND WARRANTIES

401. Time. The representations and warranties by Seller in this Article are made as of the date of this Agreement and as of the Close of Escrow and will survive the Close of Escrow and the recording of the Grant Deed.

402. Title. As of the date of this Agreement and the Close of Escrow, Seller is or will be the legal and equitable owner of the Property, with full right to convey the Easement to Buyer. The Property is free and clear of all liens, encumbrances, claims, demands, easements, leases, agreements, covenants, conditions, or restrictions of any kind which would prevent Seller from conveying the Easement to Buyer. Seller has obtained (or will obtain as of Close of Escrow) all required consents, permissions or releases to convey the Easement to Buyer.

Notwithstanding the foregoing, Seller has disclosed to Buyer and Buyer hereby acknowledges that the Property is the subject of that certain Agreement to Exchange by and between Seller, as successor in interest to the property interests owned by various owners, and the City of Carlsbad ("Carlsbad"), dated March 11, 1964, as filed with the County Recorder of San Diego County on April 2, 1964 as File/Page No. 59869, and as the term of said Agreement was extended through March 11, 2014 by that certain unrecorded Agreement to Exchange by and between Seller and Carlsbad, dated March 27, 1987, whereunder Carlsbad currently has certain general rights for the siting and placement of water wells and pipelines in and on the Property and the conveyance of water therefrom. Buyer has examined said Agreements and has determined that Seller's conveyance of the Easement to Buyer would not be affected by the terms thereof. Therefore, notwithstanding the provisions of Section 506 herein, Buyer hereby agrees (at its expense) to indemnify and hold Seller harmless against the claim, if any, that Carlsbad may assert against Seller alleging that Seller's conveyance of the Easement to Buyer affects or interferes with Carlsbad's rights under said Agreement to Exchange.

403. Hazardous Substances. To the best of Seller's knowledge the Property is free and has always been free from Hazardous Substances and is not and has never been in violation of any Environmental Laws. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property is or has been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.

404. Violation of Law. To the best of Seller's knowledge, no condition on the Property violates any health, safety, fire, environments, building, zoning or other federal, state, or local law, code, ordinance, or regulation.

405. Litigation. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action or condemnation with respect to the Property or which may adversely affect Seller's ability to fulfill the obligations of this Agreement.

406. Bankruptcy. No filing or petition under the United States Bankruptcy Law or any insolvency laws, or any laws for composition of indebtedness or for the reorganization of debtors has been filed with regard to Seller.

407. No Defaults. Seller is not in default of Seller's obligations or liabilities pertaining to the Property. There are no facts, circumstances, conditions or events, which after notice or lapse of time would constitute default. Seller has not received any notice of any default and has no reason to believe that there is likely to be any breach or default of any of Seller's obligations or liabilities pertaining to the Property.

408. Special Studies Zone. The Property is not within a special studies zone under the Alquist-Priolo Geologic Hazard Act [Pub. Res. Code §§ 2621.9 et seq.] (which generally requires sellers to inform purchasers if property is within a special studies zone, which zones are generally near potentially or recently active earthquake faults).

409. Foreign Investment Real Easement Tax Act. Seller is not a "foreign person" within the meaning of 42 USC § 1445(f)(3). Seller understands and agrees that the certification made in this section may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment or both. This certification is made under penalty of perjury under the laws of the State of California.

410. Disclosure. Any information that Seller has delivered to Buyer either directly or through Seller's agents or employees, is complete and accurate. Seller has disclosed to Buyer all material facts with respect to the Property to which Seller has access.

ARTICLE V COVENANTS

501. Power to Enter into Agreements.

(a) Buyer is duly authorized to enter into this Agreement and to enter into the transactions contemplated by this Agreement. Buyer has duly authorized and executed this Agreement.

(b) Seller is duly authorized to enter into this Agreement. The provisions of this Agreement are and will be the valid and legally enforceable obligations of Seller in accordance with their terms and the terms of this Agreement.

502. No Violation of Other Agreements.

(a) Buyer hereby represents that neither the execution and delivery of this Agreement, nor the fulfillment of and compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of terms or violation of any other agreement to which Buyer is a party or by which Buyer is bound, or constitutes a default under any of the foregoing.

(b) Seller hereby represents that neither the execution and delivery of this Agreement, nor the fulfillment of and compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of terms or violation of any other agreement to which Seller is a party or by which Seller is bound, or constitutes a default under any of the foregoing.

503. Payment of Seller's Obligations. To the extent Seller is authorized by the Easement Documents, Seller shall discharge all obligations and liabilities under the Easement Documents before the close of escrow with respect to the Easement.

504. Brokers. Seller and Buyer agree that there are no brokers or real estate agents involved in this transaction that would be entitled to a fee or commission. Buyer shall hold Seller harmless from any claims for such fees or commissions claimed by another broker, real estate agent or other third party claiming through Buyer.

505. Litigation. Seller shall immediately notify Buyer of any lawsuits, condemnation proceedings, rezoning, or other governmental order or action, or any threat thereof, of which Seller has actual knowledge, which might affect the Easement or any interest of Buyer with respect to the Easement.

506. Indemnification.

(a) Seller, without waiver of Section 402, shall indemnify, defend and hold Buyer harmless from all liability, loss, or claim for damages, and any costs and reasonable attorney's fees associated therewith, arising from breach of Seller's covenants under this Agreement and any other related documents, or from Seller's false representations under this Agreement or in any other related documents, except for any liability, loss, or claims for damages resulting from the sole and active negligence or willful misconduct of Buyer or Buyer's officers or employees.

(b) Buyer shall indemnify, defend and hold Seller harmless from all liability, loss, or claim for damages, and any costs and reasonable attorney's fees associated therewith, arising from breach of Buyer's covenants under this Agreement and any other related documents, or from Buyer's false representations under this Agreement or in any other related documents, except for any liability, loss, or claims for damages resulting from the sole and active negligence or willful misconduct of Seller or Seller's officers or employees.

The provisions of this Section 506 shall survive the Close of Escrow with respect to the Easement.

ARTICLE VI
ESCROW

601. Establishment of Escrow. Within seven (7) days after the date this Agreement is approved by the Oceanside City Council, Buyer and Seller shall establish an Escrow ("Opening of Escrow") for the close of the sale of the Easement with the escrow department of the Commonwealth Land Title Company ("Escrow Agent"). If the Escrow Agent is unwilling or unable to perform, Seller shall designate another escrow agent. Escrow Agent shall notify both parties in writing of the specific date on which the Escrow has opened. This Agreement shall constitute Escrow Instructions, provided however, that Escrow Agent shall prepare general instructions as may be deemed necessary by the Escrow Agent for the fulfillment of this Agreement and deliver those general instructions to Seller and Buyer. Buyer and Seller shall each execute the general instructions, or propose changes thereto, within five (5) days after receipt of the instructions. If there is any conflict between the terms of the general instructions and this Agreement, the provisions of this Agreement shall prevail unless the conflicting provision is specifically identified as an amendment to this Agreement.

602. Closing. No later than thirty (30) days after the Opening of Escrow ("Closing Deadline") the Easement Deed shall be recorded and the Easement conveyed from Seller to Buyer ("Close of Escrow").

603. Acceptance of the Easement Deed. The deed conveying the Easement from Seller to Buyer ("Easement Deed") shall, prior to filing it with the County Recorder, first be formally accepted by Buyer. In the event the Easement Deed is deposited into Escrow without a certificate of acceptance by the Buyer ("Certificate of Acceptance"), Seller hereby authorizes the Escrow Agent to release the Easement Deed to Buyer and Buyer shall, within three (3) business days after receipt thereof, affix the Certificate of Acceptance thereto and return the Easement Deed to Escrow.

604. Closing Deposits. On or before the Close of Escrow, Seller and Buyer shall deposit with Escrow Agency the following documents and shall close Escrow as follows:

(a) Seller shall deposit with Escrow Agent the following:

(i) The original executed and acknowledged Easement Deed conveying the Easement from Seller to Buyer;

(ii) The original Non-Foreign Affidavit executed by Seller;

(iii) A certificate acknowledging that all conditions to the Close of Escrow that Buyer was to satisfy or perform have been satisfied and performed, and that Seller's representations,

covenants, and warranties made in or pursuant to this Agreement are correct as of the Close of Escrow;

(vi) Any other documents or funds required of Seller to close Escrow in accordance with this Agreement;

(b) Buyer shall deposit with Escrow Agent the following:

(i) The Purchase Price for the Easement in cash;

(ii) Additional cash in the amount necessary to pay Buyer's share of closing costs as set forth in this Agreement or the escrow instructions and Title Policy for a CLTA Standard Policy of Title Insurance;

(iii) A certificate executed by Buyer providing that all conditions to Close of Escrow that Seller was to satisfy or perform have been satisfied and performed and Buyer's representations, covenants, and warranties made in and pursuant to this Agreement are correct as of the Close of Escrow;

(iv) Any other document or funds required of Buyer to close Escrow in accordance with this Agreement.

605. Closing Costs. Buyer shall pay all of the Escrow Agent's fee, the premium for the Policy of Title Insurance, all of the real property transfer taxes and documentary transfer taxes (if any) payable upon recordation of the Grant Deed for the Easement, and any sales, use or ad valorem taxes connected with the Close of Escrow for the Easement.

606. Property Taxes and Proration. Seller shall be solely responsible for bringing the Property's real property taxes current as of the close of Escrow and Buyer shall have no liability for payment of said taxes.

607. Possession. Right to possession of the Easement shall transfer at Close of Escrow.

ARTICLE VII MISCELLANEOUS AND ADMINISTRATIVE PROVISIONS

701. Further Assurances. Whenever requested by the other party, each party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, instruments of further assurance, approvals, consents and any other instrument or document as may be necessary, expedient or proper to complete the transaction contemplated by this Agreement, and to do any other acts and to execute, acknowledge, and deliver any requested document to carry out the intent and purpose of this Agreement.

702. Assignment. Buyer and Seller shall have no right, power, or authority to assign or mortgage this Agreement or any portion of this Agreement, or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily, or by

operation of law, without the prior written consent of the other party. Neither party shall unreasonably withhold approval to any assignment.

703. Preservation and Inspection of Documents. Documents received by Seller or Buyer under the provisions of this Agreement shall be retained in their respective possessions and shall be subject at all reasonable times to the inspection of the other party hereto and its assigns, agents and representatives, any of whom may make copies thereof.

704. Parties of Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than Seller and Buyer any rights, remedies or claims under or by reason of this Agreement or any covenants, condition or stipulation hereof; and all covenants, stipulations, promises and agreements in this Agreement made by or on behalf of Seller or Buyer shall be for the sole and exclusive benefit of Seller and Buyer.

705. No Recourse under Agreement. All covenants, stipulations, promises, agreements and obligations of the parties hereto contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the parties hereto, respectively, and not of any member, officer, employee or agent of the parties hereto in an individual capacity, and no recourse shall be had for any claim based on or under this Agreement against any member, officer, employee or agent of the parties hereto.

706. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid:

If to Seller:

CITY OF OCEANSIDE
Property Management Division
ATTN: William F. Marquis
300 North Coast Highway
Oceanside, CA 92054

Phone: (760) 435-5171
Fax: (760) 435-5169

If to Buyer:

John M. Siegel and Robert C. Siegel
ATTN: Robert Siegel
503 Vista Bella, Suite 9
Oceanside, CA 92057

Phone: (760) 722-7636
Fax: (760) 722-0953

Copy to:

City Attorney
CITY OF OCEANSIDE
ATTN: Barbara L. Hamilton
300 North Coast Highway
Oceanside, CA 92054

Phone: (760) 435-3986

Copy to:

The parties hereto, by notice given hereunder, may, respectively designate different addresses to which subsequent notices, certificates or other communications will be sent.

707. Binding Effect. Without waiver of Section 702, this Agreement shall inure to the benefit of and shall be binding upon Seller, Buyer, and their respective successors and assigns.

708. Severability. If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of Seller or Buyer to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant, stipulation, promise, agreement or obligation shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Agreement.

709. Headings. Any headings preceding the text of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

710. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

711. Seller and Buyer Representatives. Whenever under the provisions of this Agreement the approval of Seller or Buyer is required, or Seller or Buyer are required to take some action at the request of the other, such approval of such request may be given for Seller by an Authorized Officer/Representative of Seller and for Buyer by an Authorized Officer of Buyer, and any party hereto shall be authorized to rely upon any such approval or request.

712. Form of Certificate of Officers. Every certificate with respect to compliance with a condition or covenant provided for in this Agreement and which is precedent to the taking of any action under this Agreement shall include:

(a) A statement that the person making or giving such certificate has read such covenant or condition and the definitions herein relating thereto;

(b) A brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based;

(c) A statement that, in the opinion of the signer, he has made or caused to be made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(d) A statement as to whether, in the opinion of the signer, such condition or covenant has been complied with.

A certificate may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless the persons provided the certificate know that the certificate or representations with respect to the matters upon which the certificate may be based are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

713. Amendment. This Agreement may be amended, modified, or changed only in writing as mutually agreed to and duly executed by the parties hereto.

714. Counterpart. This Agreement may be executed in counterpart.

715. Time of the Essence. Time is of the essence in this Agreement and every provision contained in this Agreement.

716. Integration. This Agreement, and all attachments and exhibits hereto constitute the entire agreement of the parties. There are no oral or parol agreements, which are not expressly set forth in the Agreement or the related documents being executed in connection with this Agreement.

717. Waivers. No waiver or breach of any provision shall be deemed a waiver of any other provision, and no waiver shall be valid unless it is in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

718. Attorney Fees, Litigation Costs and Related Matters. 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 cost of mediation shall be shared equally by the parties.

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

720. Survival. Seller's representations and warranties, Buyer's representations and warranties, all covenants and obligations to be performed at a time or times after Close of Escrow, and indemnities shall survive the Close of Escrow and delivery and recordation of the Easement Deed.

721. Merger. All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Easement Deed or other documents.

IN WITNESS WHEREOF, this Agreement constitutes an offer to purchase the Easement 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.

Buyer:
City of Oceanside,
a municipal corporation

Seller:
John M. Siegel, a married man as
his sole and separate property, and
Robert C. Siegel, a single man, as
tenants in common

Date: _____

Date: January 11, 2007

By: _____
Mayor

By: John M. Siegel
John M. Siegel

By: Robert Siegel
Robert C. Siegel, his
Attorney In Fact

By: Robert Siegel
Robert C. Siegel

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: Pauline K. Summerton, ASST
City Attorney

BUYER'S SIGNATURE(S) MUST BE NOTARIZED. NOTARY USE APPROPRIATE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Diego)ss.

On January 11, 2007 before me, Elizabeth S. Hedrick Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert C. Siegel
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Elizabeth S. Hedrick
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Purchase and Sale Agreement

Document Date: 1-11-07 Number of Pages: _____

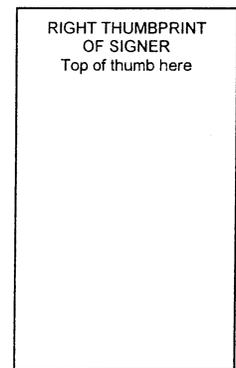
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Robert C. Siegel

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: John M. Siegel



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Diego) ss.

On January 11, 2007 before me, Elizabeth S. Hedrick Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert C. Siegel
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Elizabeth S. Hedrick
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Purchase and Sale Agreement

Document Date: 1-11-07 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Robert C. Siegel

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Self

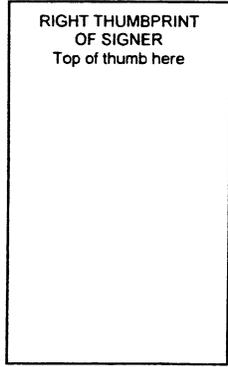


EXHIBIT "A"
LEGAL DESCRIPTION

VESTING: VESTING: JOHN M. SIEGEL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY & ROBERT C. SIEGEL, A SINGLE MAN AS TENANTS IN COMMON

APNS: 160-280-48, 49, 50 & 51

PARCEL 1 (PERMANENT EASEMENT)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 27, 1870, AS SHOWN ON RECORD OF SURVEY NO. 15379 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS FILE NO. 1996-625030, RECORDED DECEMBER 13, 1996, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LAND DESCRIBED IN DEED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 31, 1962 AS FILE NO. 92390 OF OFFICIAL RECORDS AND THE SOUTHERLY TOE OF LEVEE OF SAN LUIS REY RIVER FLOOD CONTROL PROJECT AS SHOWN ON SHEET 3 OF 8 SHEETS OF SAID RECORD OF SURVEY NO. 15379;

THENCE ALONG SAID SOUTHERLY TOE OF LEVEE SOUTH 88°37'31" WEST 372.79 FEET TO A LINE PARALLEL AND CONCENTRIC WITH, AND 20.00 FEET EASTERLY OF, THE EASTERLY LINE OF PARCEL 3 AS DESCRIBED IN FINAL ORDER OF CONDEMNATION, RECORDED DECEMBER 15, 1993 AS DOCUMENT NO. 1993-0844957 OF OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL AND CONCENTRIC LINE SOUTH 03°47'45" EAST 250.09 FEET;

THENCE SOUTH 04°27'50" EAST 240.83 FEET TO A POINT ON A 1434.06 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°50'51" A DISTANCE OF 822.14 FEET;

THENCE LEAVING SAID PARALLEL AND CONCENTRIC LINE NON-TANGENT TO SAID CURVE SOUTH 06°43'52" WEST 151.83 FEET;

THENCE SOUTH 45°26'03" WEST 238.49 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUSSAT STREET AS DESCRIBED IN DEED TO THE CITY OF OCEANSIDE, RECORDED FEBRUARY 4, 1974 AS FILE NO. 74-029101 OF OFFICIAL RECORDS;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 41°21'15" WEST 60.65 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 2 AS DESCRIBED IN FINAL ORDER OF CONDEMNATION, RECORDED DECEMBER 15, 1993 AS DOCUMENT NO. 1993-0844957 OF OFFICIAL RECORDS;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 NORTH 39°19'55" EAST 82.87 FEET TO A POINT ON A 1404.56 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°58'11" A DISTANCE OF 72.80 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 3 AS DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY LINE OF SAID PARCEL 3 SOUTH 54°02'45" EAST 12.00 FEET;

THENCE NORTH 35°57'15" EAST 20.00 FEET;

THENCE NORTH 54°02'45" WEST 2.50 FEET TO A POINT ON A NON-TANGENT 1414.06 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID POINT BEARS NORTH 54°27'03" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°00'46" A DISTANCE OF 987.52 FEET;

THENCE NORTH 04°27'49" WEST 241.06 FEET;

THENCE NORTH 03°47'45" WEST 250.93 FEET TO SAID SOUTHERLY TOE OF LEVEE;

THENCE LEAVING SAID EASTERLY LINE OF PARCEL 3 ALONG SAID SOUTHERLY TOE OF LEVEE NORTH 88°37'31" EAST 20.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1.13 ACRES MORE OR LESS

PARCEL 2 (TEMPORARY EASEMENT)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 27, 1870, AS SHOWN ON RECORD OF SURVEY NO. 15379 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS FILE NO. 1996-625030, RECORDED DECEMBER 13, 1996, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LAND DESCRIBED IN DEED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 31, 1962 AS FILE NO. 92390 OF OFFICIAL RECORDS AND THE SOUTHERLY TOE OF LEVEE OF SAN LUIS REY RIVER FLOOD CONTROL PROJECT AS SHOWN ON SHEET 3 OF 8 SHEETS OF SAID RECORD OF SURVEY NO. 15379;

THENCE ALONG SAID SOUTHERLY TOE OF LEVEE SOUTH 88°37'31" WEST 347.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH, AND 25.00 FEET EASTERLY OF, THE EASTERLY LINE OF PARCEL 1 DESCRIBED HEREINABOVE AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID PARALLEL AND CONCENTRIC LINE SOUTH 03°47'45" EAST 248.77 FEET;

THENCE SOUTH 04°27'49" EAST 240.80 FEET TO A POINT ON A 1459.06 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°11'21" A DISTANCE OF 845.18 FEET TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE SAID EASTERLY LINE OF PARCEL 1 DESCRIBED HEREIN ABOVE;

THENCE ALONG SAID PARALLEL LINE NON-TANGENT TO SAID CURVE SOUTH 06°43'52" WEST 141.54 FEET TO A LINE PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF THE SAID EASTERLY LINE OF PARCEL 1 DESCRIBED HEREIN ABOVE;

THENCE ALONG SAID PARALLEL LINE SOUTH 45°26'03" WEST 246.68 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUSSAT STREET AS DESCRIBED IN DEED TO THE CITY OF OCEANSIDE, RECORDED FEBRUARY 4, 1974 AS FILE NO. 74-029101 OF OFFICIAL

RECORDS, AND A POINT ON A NON-TANGENT 1030.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 49°12'06" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 0°33'21" A DISTANCE OF 9.99 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 41°21'15" WEST 10.04 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 1 DESCRIBED HEREINABOVE;

THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINE OF SAID PARCEL 1 NORTH 45°26'03" EAST 238.49 FEET;

THENCE NORTH 06°43'52" EAST 151.83 FEET TO A POINT ON A NON-TANGENT 1434.06 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID POINT BEARS NORTH 61°36'58" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°50'51" A DISTANCE OF 822.14 FEET;

THENCE NORTH 04°27'50" WEST 240.83 FEET;

THENCE NORTH 03°47'45" WEST 250.09 FEET TO SAID SOUTHERLY TOE OF LEVEE;

THENCE LEAVING SAID EASTERLY LINE OF PARCEL 1 ALONG SAID SOUTHERLY TOE OF LEVEE NORTH 88°37'31" EAST 25.02 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 0.94 ACRES MORE OR LESS

ATTACHED HERETO AND MADE A PART HEREOF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT "B"

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

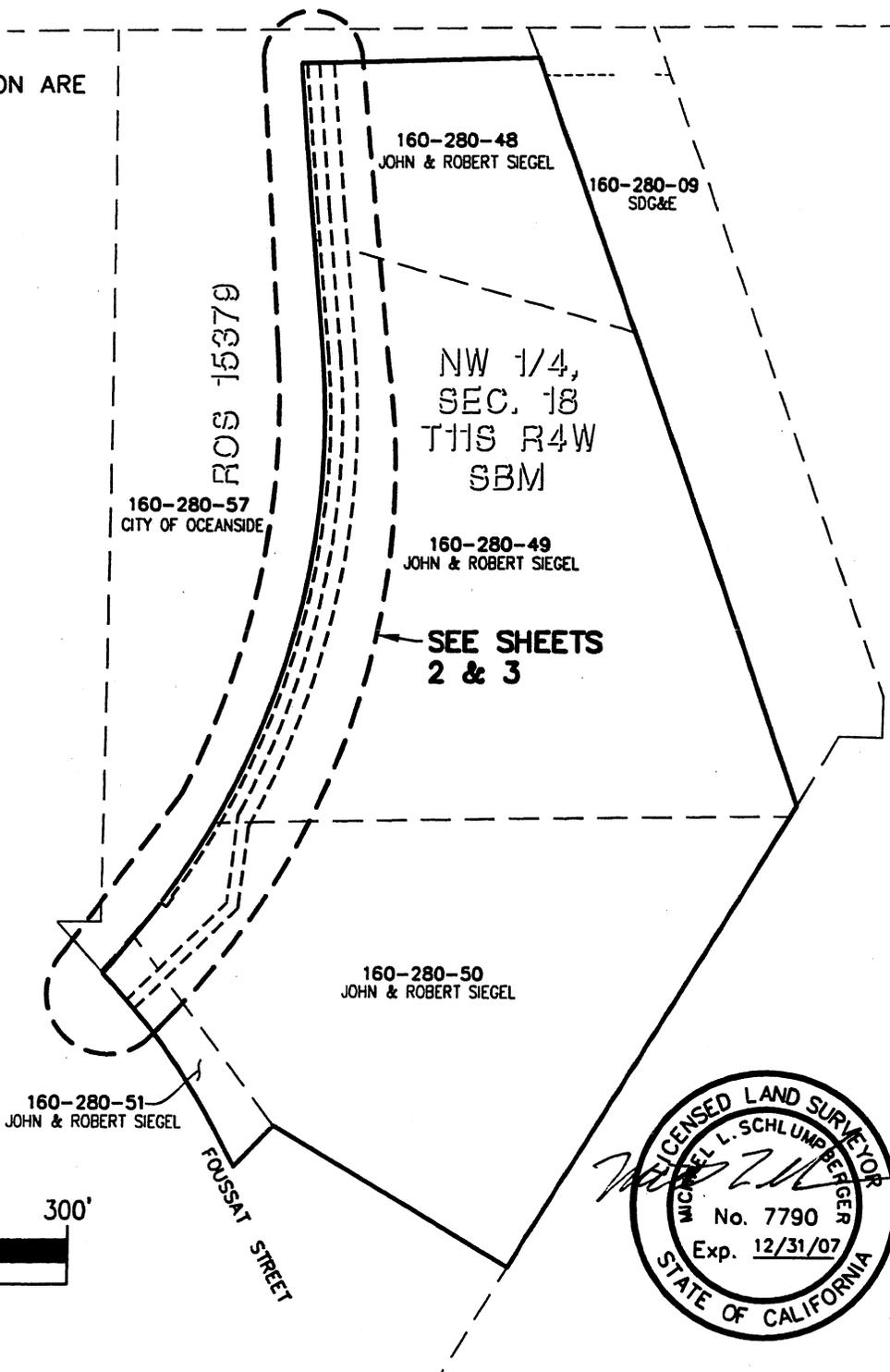

MICHAEL SCHLUMPBERGER, PLS 7790

December 13, 2005
DATE



EXHIBIT "B"

NOTE: BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON ROS 15379.



GRAPHIC SCALE
1 INCH = 300 FT.



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
FILE NAME: Well-10-11 Esmts

| | |
|---|--------------|
| CITY OF OCEANSIDE | |
| VESTING: JOHN M. SIEGEL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY & ROBERT C. SIEGEL, A SINGLE MAN AS TENANTS IN COMMON | |
| DATE: DEC. 14, 2005 | SHEET 1 OF 3 |

EXHIBIT "B"

SEE SHEET 2



LINE DATA

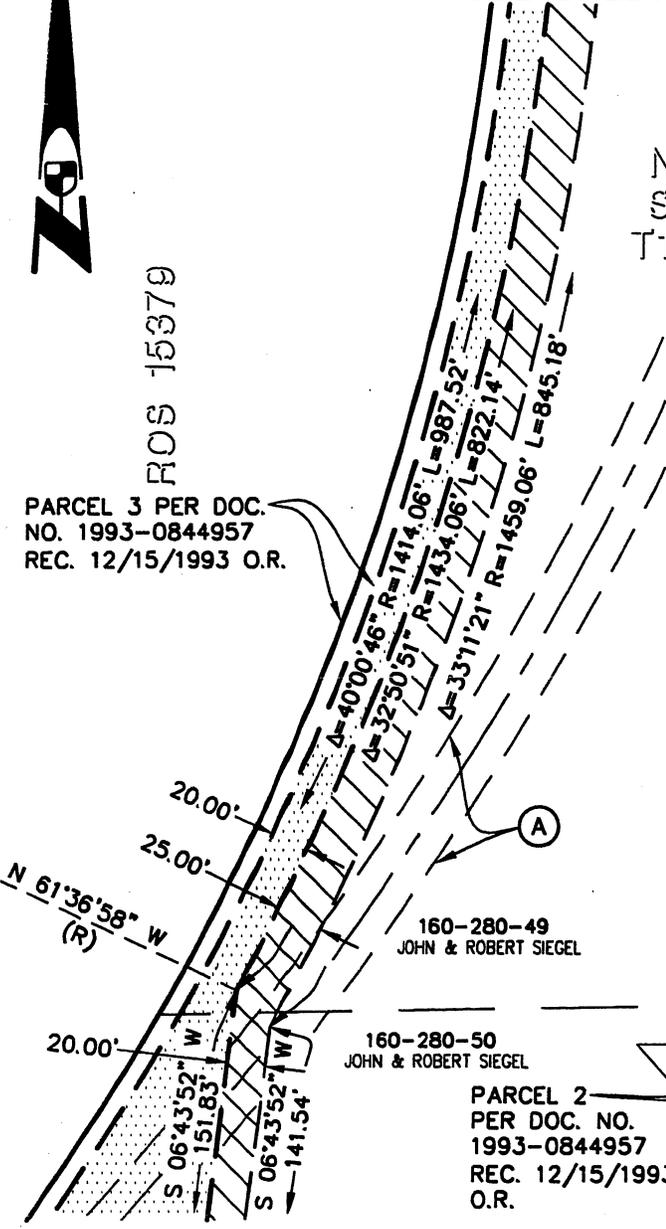
| | | |
|----|---------------|--------|
| L1 | N 41°21'15" W | 60.65' |
| L2 | N 39°19'55" E | 82.87' |
| L3 | S 54°02'45" E | 12.00' |
| L4 | N 35°57'15" E | 20.00' |
| L5 | N 54°02'45" W | 2.50' |
| L6 | N 41°21'15" W | 10.04' |

CURVE DATA

| | | | |
|----|-------------|------------|-----------|
| C1 | Δ=2°58'11" | R=1404.56' | L=72.80' |
| C2 | Δ=40°00'46" | R=1414.06' | L=987.52' |
| C3 | Δ=0°33'21" | R=1030.00' | L=9.99' |

NW 1/4,
SEC. 18
THIS R4W
SBM

(A) FALLBROOK SANITARY DISTRICT EASEMENT
REC. 1/4/1982 AS FILE 82-000051 AND
REC. 3/9/1983 AS FILE 83-075091 BOTH
OF O.R.



ROS 15379
PARCEL 3 PER DOC.
NO. 1993-0844957
REC. 12/15/1993 O.R.

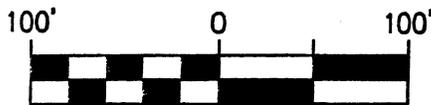
160-280-49
JOHN & ROBERT SIEGEL

160-280-50
JOHN & ROBERT SIEGEL

PARCEL 2
PER DOC. NO.
1993-0844957
REC. 12/15/1993
O.R.

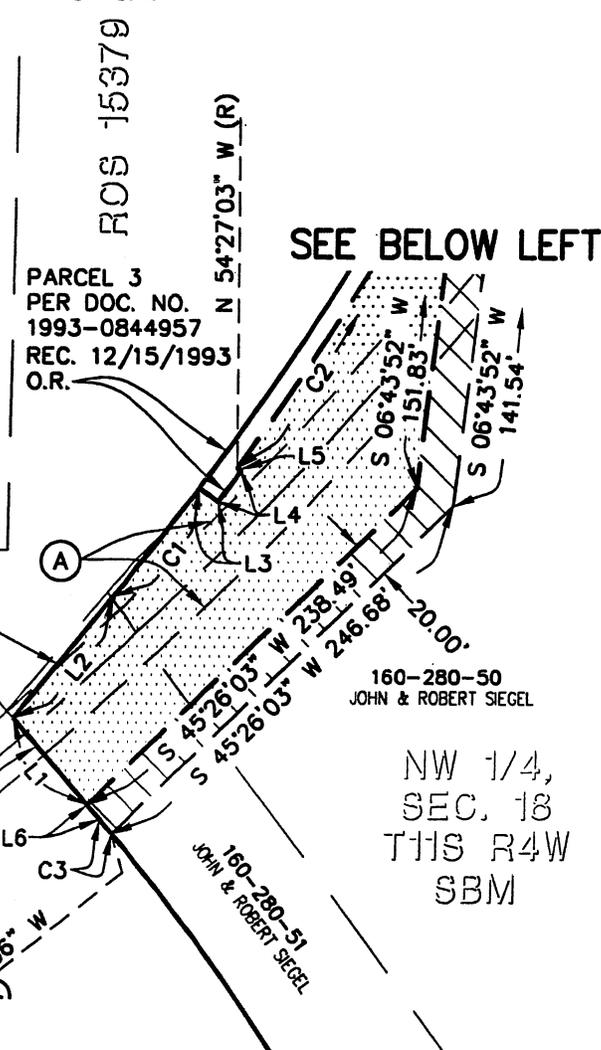
NE'LY R/W LINE PER
FILE NO. 74-029101
REC. 2/4/1974 O.R.

SEE ABOVE RIGHT



GRAPHIC SCALE
1 INCH = 100 FT.

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
FILE NAME: Well-10-11 Esmts



ROS 15379
PARCEL 3
PER DOC. NO.
1993-0844957
REC. 12/15/1993
O.R.

SEE BELOW LEFT

160-280-50
JOHN & ROBERT SIEGEL

NW 1/4,
SEC. 18
THIS R4W
SBM

| | |
|----------------------|--------------|
| CITY OF OCEANSIDE | |
| VESTING: SEE SHEET 1 | |
| DATE: DEC. 14, 2005 | SHEET 3 OF 3 |

EXHIBIT "C"

DEFINITIONS

Buyer. The term "Buyer" means the City of Oceanside, California, a municipal corporation.

Seller. The term "Seller" means John M. Siegel, a married man as his sole and separate property, and Robert C. Siegel, as single man, as tenants in common.

Authorized Officer. The term "Authorized Officer", when used with respect to Buyer, means the Mayor, City Manager or any employee designated by the City Manager as an Authorized Officer. The term "Authorized Officer", when used with respect to Seller, means Robert C. Siegel.

Easement. The term "Easement" means that certain real property within the City of Oceanside, California, as more fully described in Exhibit "A" attached hereto.

Environmental Laws. The term Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, or pertaining to occupational health or industrial hygiene, to the extent that such relate to matters on, under, or about the Easement, occupational or environmental conditions on, under, or about the Easement, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USC § 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USC § 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution control Act (FWPCA) [33 USC § 1251 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USC § 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC § 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USC § 6901 et seq.]; the Clean Air Act [42 USC § 7401 et seq.]; the Safe Drinking Water Act [42 USC § 300f et seq.]; the Surface Mining Control and Reclamation Act [30 USC § 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC § 11001 et seq.]; the Occupational Safety and Health Act [29 USC § 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health and Safety Code § 25280 et seq.]; the California Hazardous Substances Account Act [Health and Safety Code § 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [Health and Safety Code § 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Water Code § 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to the protection of the environment as such apply to matters on, under, or about the Easement.

Hazardous Substances. The term "Hazardous Substances" includes without limitation:

(a) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste." or "pollutant or contaminant" in any Environmental Law;

(b) Those substances listed in the United States Department of Transportation Table [49 CFR 172.101], or by the Environmental Protection Agency, or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is a petroleum or refined petroleum product, asbestos, polychlorinated biphenyl, designated as a hazardous substance pursuant to 33 USC § 1321 or listed pursuant to 33 USC § 1317, a hazardous substance or toxic material designated pursuant to any State Statute, a flammable explosive or a radioactive material.

Property. The term "Property" means that certain real property within the City of Oceanside, California, together with the improvements located thereon, which is the Larger Parcel and Servient Tenement of which the Easement is a part thereof.

State. The term "State" means the State of California.

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. 160-280-48, 49, 50 & 51

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 WATERLINE PURPOSES**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN M. SIEGEL, a married man as his sole and separate property, and **ROBERT C. SIEGEL**, a single man, as tenants in common

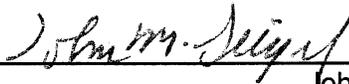
do(es) hereby **GRANTS** to the **CITY OF OCEANSIDE**, a municipal corporation, of the State of California, its successors or assigns, a perpetual easement and right-of-way for, and the right to use for **WATERLINE PURPOSES** and those appurtenances and uses commonly associated therewith, through, in, 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.

Grantor, its successors, assigns or agents, 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 Grantee, its successors or assigns, which permission shall not be unreasonably withheld.

Dated: January 11, 2007



John M. Siegel



By: Robert C. Siegel, his Attorney-in-Fact



Robert C. Siegel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California
County of San Diego) ss.

On January 11, 2007 before me, Elizabeth S. Hedrick, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert C. Siegel
Name(s) of Signer(s)

[] personally known to me
 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.



WITNESS my hand and official seal.

Elizabeth S. Hedrick
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement for Waterhole Purposes

Document Date: 1-11-07 Number of Pages: _____

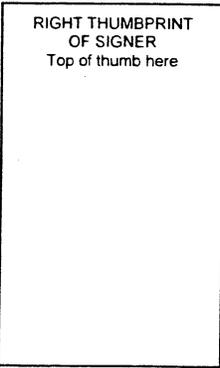
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Robert C. Siegel

- Individual
- Corporate Officer – Title(s): _____
- Partner – [] Limited [] General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: John M. Siegel



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

On January 11, 2007 before me, Elizabeth S. Hedrick, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert C. Siegel
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

Elizabeth S. Hedrick
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Easement for Waterline Purposes
Document Date: 1-11-07 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Robert C. Siegel

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Self

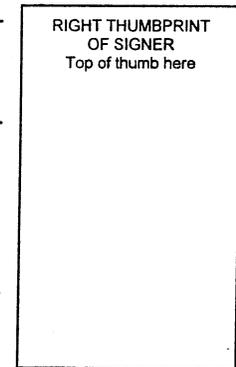


EXHIBIT "A"
LEGAL DESCRIPTION

VESTING: VESTING: JOHN M. SIEGEL, A MARRIED MAN AS HIS SOLE AND SEPARATE
PROPERTY & ROBERT C. SIEGEL, A SINGLE MAN AS TENANTS IN COMMON

APNS: 160-280-48, 49, 50 & 51

PARCEL 1 (PERMANENT EASEMENT)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 27, 1870, AS SHOWN ON RECORD OF SURVEY NO. 15379 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS FILE NO. 1996-625030, RECORDED DECEMBER 13, 1996, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LAND DESCRIBED IN DEED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 31, 1962 AS FILE NO. 92390 OF OFFICIAL RECORDS AND THE SOUTHERLY TOE OF LEVEE OF SAN LUIS REY RIVER FLOOD CONTROL PROJECT AS SHOWN ON SHEET 3 OF 8 SHEETS OF SAID RECORD OF SURVEY NO. 15379;

THENCE ALONG SAID SOUTHERLY TOE OF LEVEE SOUTH 88°37'31" WEST 372.79 FEET TO A LINE PARALLEL AND CONCENTRIC WITH, AND 20.00 FEET EASTERLY OF, THE EASTERLY LINE OF PARCEL 3 AS DESCRIBED IN FINAL ORDER OF CONDEMNATION, RECORDED DECEMBER 15, 1993 AS DOCUMENT NO. 1993-0844957 OF OFFICIAL RECORDS AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL AND CONCENTRIC LINE SOUTH 03°47'45" EAST 250.09 FEET;

THENCE SOUTH 04°27'50" EAST 240.83 FEET TO A POINT ON A 1434.06 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°50'51" A DISTANCE OF 822.14 FEET;

THENCE LEAVING SAID PARALLEL AND CONCENTRIC LINE NON-TANGENT TO SAID CURVE SOUTH 06°43'52" WEST 151.83 FEET;

THENCE SOUTH 45°26'03" WEST 238.49 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUSSAT STREET AS DESCRIBED IN DEED TO THE CITY OF OCEANSIDE, RECORDED FEBRUARY 4, 1974 AS FILE NO. 74-029101 OF OFFICIAL RECORDS;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 41°21'15" WEST 60.65 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 2 AS DESCRIBED IN FINAL ORDER OF CONDEMNATION, RECORDED DECEMBER 15, 1993 AS DOCUMENT NO. 1993-0844957 OF OFFICIAL RECORDS;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 2 NORTH 39°19'55" EAST 82.87 FEET TO A POINT ON A 1404.56 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°58'11" A DISTANCE OF 72.80 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 3 AS DESCRIBED IN SAID FINAL ORDER OF CONDEMNATION;

THENCE ALONG THE SOUTHWESTERLY, SOUTHEASTERLY AND EASTERLY LINE OF SAID PARCEL 3 SOUTH 54°02'45" EAST 12.00 FEET;

THENCE NORTH 35°57'15" EAST 20.00 FEET;

THENCE NORTH 54°02'45" WEST 2.50 FEET TO A POINT ON A NON-TANGENT 1414.06 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID POINT BEARS NORTH 54°27'03" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°00'46" A DISTANCE OF 987.52 FEET;

THENCE NORTH 04°27'49" WEST 241.06 FEET;

THENCE NORTH 03°47'45" WEST 250.93 FEET TO SAID SOUTHERLY TOE OF LEVEE;

THENCE LEAVING SAID EASTERLY LINE OF PARCEL 3 ALONG SAID SOUTHERLY TOE OF LEVEE NORTH 88°37'31" EAST 20.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 1.13 ACRES MORE OR LESS

PARCEL 2 (TEMPORARY EASEMENT)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO UNITED STATES GOVERNMENT SURVEY, APPROVED DECEMBER 27, 1870, AS SHOWN ON RECORD OF SURVEY NO. 15379 RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS FILE NO. 1996-625030, RECORDED DECEMBER 13, 1996, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LAND DESCRIBED IN DEED TO SAN DIEGO GAS AND ELECTRIC COMPANY, RECORDED MAY 31, 1962 AS FILE NO. 92390 OF OFFICIAL RECORDS AND THE SOUTHERLY TOE OF LEVEE OF SAN LUIS REY RIVER FLOOD CONTROL PROJECT AS SHOWN ON SHEET 3 OF 8 SHEETS OF SAID RECORD OF SURVEY NO. 15379;

THENCE ALONG SAID SOUTHERLY TOE OF LEVEE SOUTH 88°37'31" WEST 347.77 FEET TO A LINE PARALLEL AND CONCENTRIC WITH, AND 25.00 FEET EASTERLY OF, THE EASTERLY LINE OF PARCEL 1 DESCRIBED HEREIN ABOVE AND THE **TRUE POINT OF BEGINNING**;

THENCE ALONG SAID PARALLEL AND CONCENTRIC LINE SOUTH 03°47'45" EAST 248.77 FEET;

THENCE SOUTH 04°27'49" EAST 240.80 FEET TO A POINT ON A 1459.06 FOOT RADIUS CURVE, CONCAVE WESTERLY;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 33°11'21" A DISTANCE OF 845.18 FEET TO A LINE PARALLEL WITH AND 20.00 FEET EASTERLY OF THE SAID EASTERLY LINE OF PARCEL 1 DESCRIBED HEREIN ABOVE;

THENCE ALONG SAID PARALLEL LINE NON-TANGENT TO SAID CURVE SOUTH 06°43'52" WEST 141.54 FEET TO A LINE PARALLEL WITH AND 20.00 FEET SOUTHEASTERLY OF THE SAID EASTERLY LINE OF PARCEL 1 DESCRIBED HEREIN ABOVE;

THENCE ALONG SAID PARALLEL LINE SOUTH 45°26'03" WEST 246.68 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF FOUSSAT STREET AS DESCRIBED IN DEED TO THE CITY OF OCEANSIDE, RECORDED FEBRUARY 4, 1974 AS FILE NO. 74-029101 OF OFFICIAL

RECORDS, AND A POINT ON A NON-TANGENT 1030.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL FROM SAID POINT BEARS SOUTH 49°12'06" WEST;

THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 0°33'21" A DISTANCE OF 9.99 FEET;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 41°21'15" WEST 10.04 FEET TO THE MOST SOUTHERLY CORNER OF PARCEL 1 DESCRIBED HEREINABOVE;

THENCE ALONG THE SOUTHEASTERLY AND EASTERLY LINE OF SAID PARCEL 1 NORTH 45°26'03" EAST 238.49 FEET;

THENCE NORTH 06°43'52" EAST 151.83 FEET TO A POINT ON A NON-TANGENT 1434.06 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL FROM SAID POINT BEARS NORTH 61°36'58" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°50'51" A DISTANCE OF 822.14 FEET;

THENCE NORTH 04°27'50" WEST 240.83 FEET;

THENCE NORTH 03°47'45" WEST 250.09 FEET TO SAID SOUTHERLY TOE OF LEVEE;

THENCE LEAVING SAID EASTERLY LINE OF PARCEL 1 ALONG SAID SOUTHERLY TOE OF LEVEE NORTH 88°37'31" EAST 25.02 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.94 ACRES MORE OR LESS

ATTACHED HERETO AND MADE A PART HEREOF THIS LEGAL DESCRIPTION IS A PLAT LABELED EXHIBIT "B"

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



MICHAEL SCHLUMPBERGER, PLS 7790

December 13, 2005
DATE

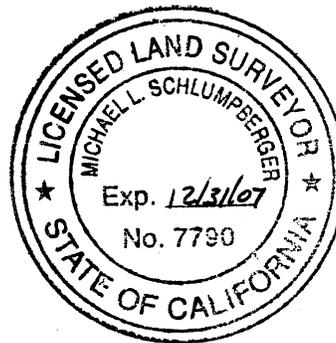
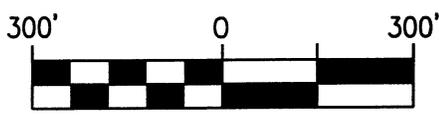
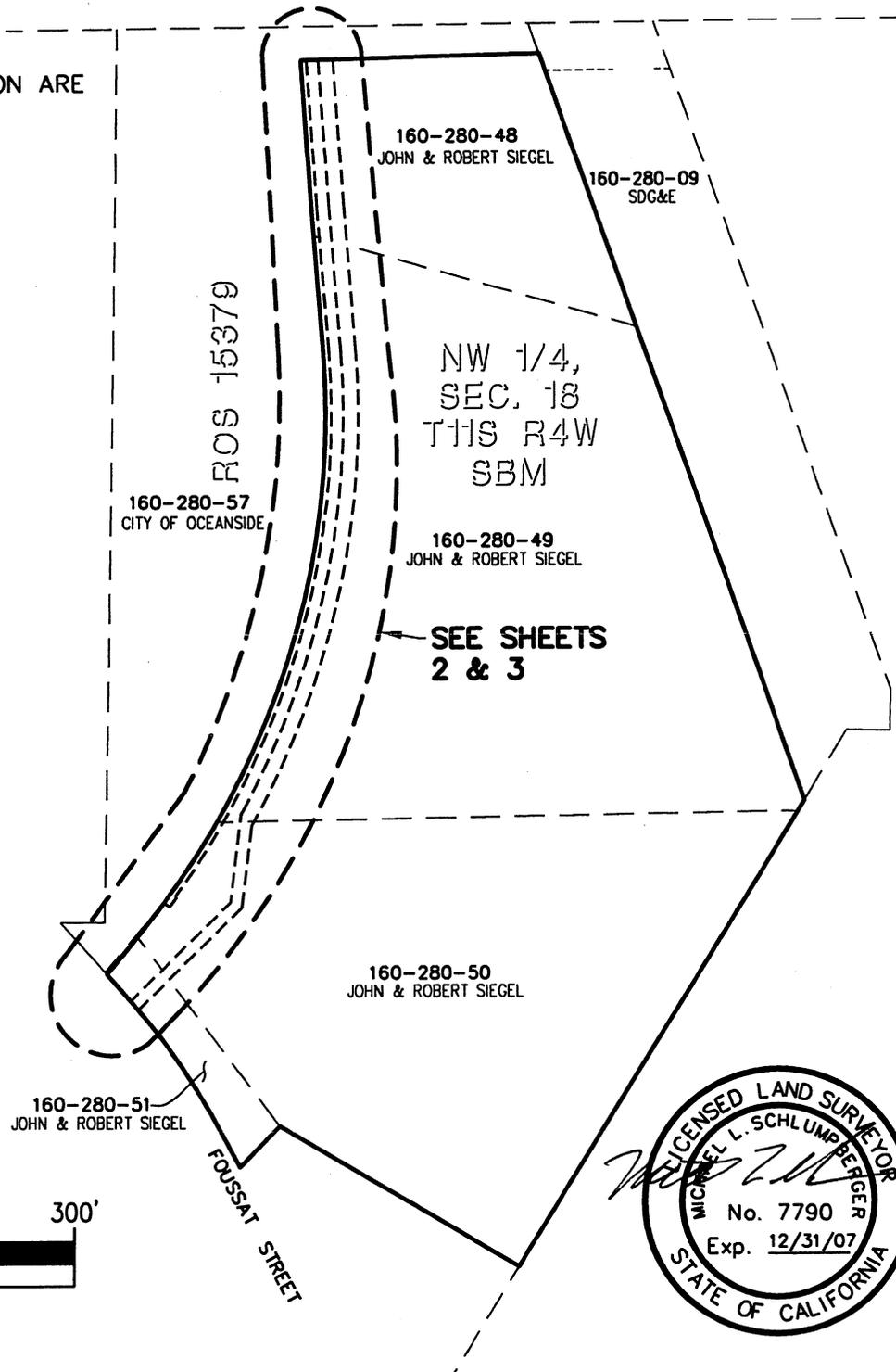


EXHIBIT "B"

NOTE: BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON ROS 15379.



GRAPHIC SCALE
1 INCH = 300 FT.



| | |
|---|--------------|
| CITY OF OCEANSIDE | |
| VESTING: JOHN M. SIEGEL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY & ROBERT C. SIEGEL, A SINGLE MAN AS TENANTS IN COMMON | |
| DATE: DEC. 14, 2005 | SHEET 1 OF 3 |

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
FILE NAME: Well-10-11 Esmts

EXHIBIT "B"

T.P.O.B.
PARCEL 1
N 88°37'31" E
20.02'

S 88°37'31" W 372.79'
347.77'

FILE NO. 92390,
REC. 5/31/1962 OF
O.R.

T.P.O.B.
PARCEL 2

P.O.C.
PARCEL 1 & 2

SOUTHERLY TOE OF LEVEE
OF SAN LUIS REY RIVER
FLOOD CONTROL PROJECT
AS SHOWN ON RECORD OF
SURVEY NO. 15379



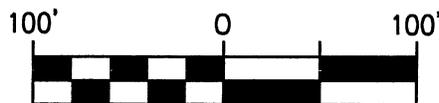
160-280-48
JOHN & ROBERT SIEGEL

NW 1/4,
SEC. 18
T11S R4W
SBM

160-280-49
JOHN & ROBERT SIEGEL

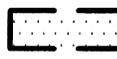
ROS 15379

PARCEL 3
PER DOC. NO.
1993-0844957
REC. 12/15/1993
O.R.



GRAPHIC SCALE
1 INCH = 100 FT.

NOTE: BEARINGS AND DISTANCES SHOWN HEREON ARE
BASED ON ROS 15379.

-  DENOTES PARCEL 1, PERMANENT EASEMENT
1.13 ACRES MORE OR LESS
-  DENOTES PARCEL 2, TEMPORARY EASEMENT
0.94 ACRES MORE OR LESS

SEE SHEET 3

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

FILE NAME: Well-10-11 Esmts

CITY OF OCEANSIDE

VESTING: SEE SHEET 1

DATE: DEC. 14, 2005

SHEET 2 OF 3

EXHIBIT "B"

SEE SHEET 2

LINE DATA

| | | |
|----|---------------|--------|
| L1 | N 41°21'15" W | 60.65' |
| L2 | N 39°19'55" E | 82.87' |
| L3 | S 54°02'45" E | 12.00' |
| L4 | N 35°57'15" E | 20.00' |
| L5 | N 54°02'45" W | 2.50' |
| L6 | N 41°21'15" W | 10.04' |

CURVE DATA

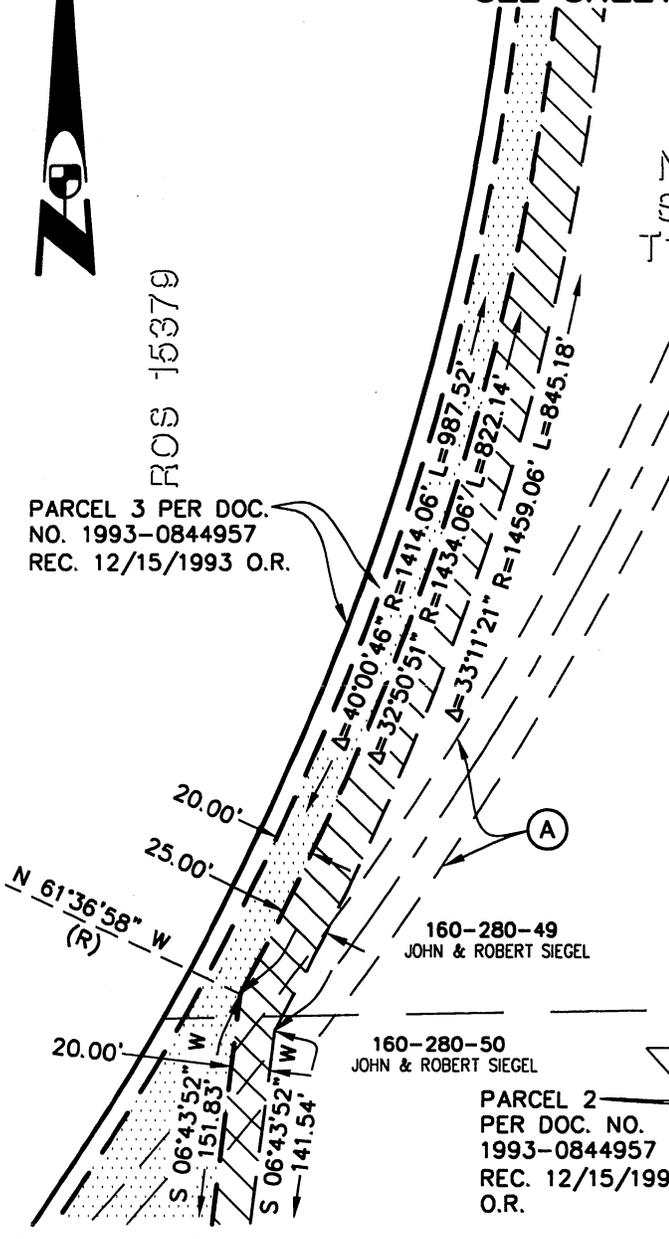
| | | | |
|----|-------------|------------|-----------|
| C1 | Δ=2°58'11" | R=1404.56' | L=72.80' |
| C2 | Δ=40°00'46" | R=1414.06' | L=987.52' |
| C3 | Δ=0°33'21" | R=1030.00' | L=9.99' |

NW 1/4,
SEC. 18
THIS R4W
SBM



ROS 15379

PARCEL 3 PER DOC.
NO. 1993-0844957
REC. 12/15/1993 O.R.

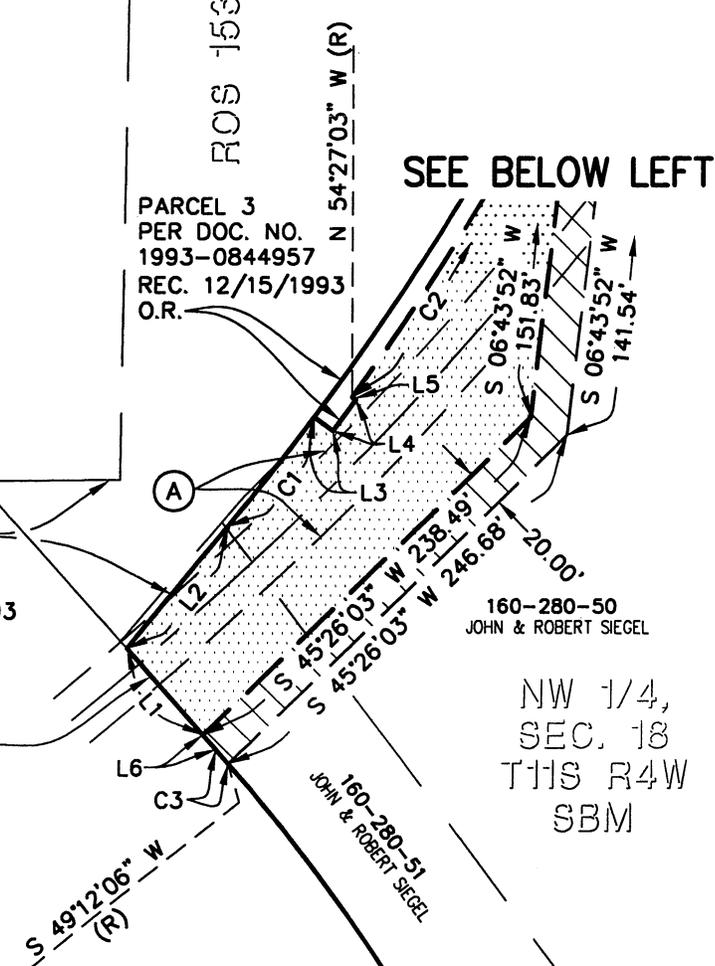


(A) FALLBROOK SANITARY DISTRICT EASEMENT
REC. 1/4/1982 AS FILE 82-000051 AND
REC. 3/9/1983 AS FILE 83-075091 BOTH
OF O.R.

ROS 15379

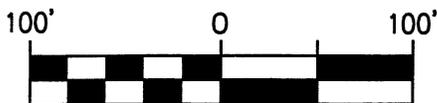
PARCEL 3
PER DOC. NO.
1993-0844957
REC. 12/15/1993
O.R.

SEE BELOW LEFT



SEE ABOVE RIGHT

NE'LY R/W LINE PER
FILE NO. 74-029101
REC. 2/4/1974 O.R.



GRAPHIC SCALE
1 INCH = 100 FT.

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

FILE NAME: Well-10-11 Esmts

CITY OF OCEANSIDE

VESTING: SEE SHEET 1

DATE: DEC. 14, 2005

SHEET 3 OF 3