

STAFF REPORT*CITY OF OCEANSIDE*

DATE: February 23, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **RATIFICATION OF EXECUTION OF AGREEMENT AND RELOCATION OF EASEMENT FOR HAYMAR SEWERLINE WITH CALIFORNIA DEPARTMENT OF FISH AND GAME**

SYNOPSIS

Staff recommends that the City Council ratify the execution, delivery, acceptance and recordation of the agreement and relocation easement with Fish and Game by the City Manager and City Clerk under an emergency situation for the relocation of a portion of the Haymar Sewerline west of College Boulevard and south of State Route 78, within the City of Carlsbad on lands owned by the California Department of Fish and Game, and the City Clerk's acceptance and filing of the document with the County Recorder.

BACKGROUND

Since 1961, the City has operated a sewerline parallel to the Buena Vista Creek on vacant land located at the terminus of Haymar Drive west of College Boulevard and south of State Route 78, within the City of Carlsbad. This major sewer facility serves the southeastern portion of the City, including neighborhoods within the Lake, Mira Costa, Sunset Hills and Tri-City Community Planning Districts.

In 2006, routine maintenance detected that the creek had washed away the soil protecting the sewerline and caused a portion of the line to be exposed within the creek. After detecting the exposed pipe, a letter was sent to the property owner, Joseph Sherman, informing him of the risk of damage posed by the uncovered line and asking for an easement for a minor realignment to relocate the threatened portion of the sewerline out of the creek bed into an existing service road, in exchange for the vacation of the portion of the existing easement where the line would be abandoned.

The attorney representing the property owner advised staff that the property was in escrow with state and federal agencies, to be sold for a natural habitat conservation area. Because of the complexity of the transaction the owner didn't want to muddy the deal by granting the requested easement while the property was in escrow and asked that the City hold off until escrow closed and deal with the new owner.

Subsequently the City learned that the property had transferred to the State of California on March 29, 2007. Soon thereafter, contact was made with the California Department

of Fish and Game ("Fish and Game") and staff furnished Fish and Game the City's standard form easement deed for its approval and execution, and met onsite to show the need to remove the sewerline out of the creek bed on an emergency basis.

Following up to the onsite meeting and in response to requested information, staff provided Fish and Game with the following: a) Project Background and Purpose of the Project; b) Construction Methods; c) Methodology for Abandoning Existing Sewerline; and d) Inspection and Maintenance Program, explaining the need to remove the sewerline from the creek bed, outlining the scope of the project, and ongoing maintenance and inspections. Fearing the exposed pipe could fail without warning, staff continued its contact with Fish and Game through phone calls and e-mail correspondence requesting the new easement for the realignment and approval to relocate the sewerline in to the existing road. Fish and Game requested further information and permit applications, including a streambed alteration notification and agreement to remove fallen branches and debris from the exposed sewerline to prevent damage to and collapse of the pipe, and requiring the preparation of an Environmental Impact Report ("EIR"). Responding to the request for an EIR added to the project timeline.

Over the course of time the creek had gradually washed away the soil from underneath and entirely exposed the pipe, posing even greater danger of collapse and discharge of raw sewage into the creek and downstream bodies of water. Staff reiterated that the City had been working closely with Fish and Game since June 2007 to finalize the permitting process to relocate the sewerline to avoid a catastrophe.

In October 2010 Fish and Game submitted an agreement and relocation easement covering the existing easements held by the City and the new permanent and temporary construction easements for the relocation of the exposed segment of the sewerline. In December 2010, before the agreement and relocation easement could be placed on agenda for City Council consideration and approval, the exposed portion of the sewerline collapsed from the force of the creek created by the storms and heavy rains.

Fish and Game required that the agreement and relocation easement be executed by the City prior to giving its approval and authorization to relocate the damaged segment of the sewerline. Time being of the essence at this point, staff required that the City Manager execute and the City Clerk accept and record the agreement and relocation easement on behalf of the City with the assurance that Council ratification of such action would be sought and followed up on.

ANALYSIS

Because of the emergency situation that needed to be handled in a timely manner to protect human health and wildlife protection, staff sought and obtained the City Manager's execution of the agreement and relocation easement with Fish and Game in order to commence the repairs and relocation of the damaged sewerline. As a result of this action, it would be appropriate that the City Council ratify the action of the City

Manager and City Clerk for the execution, acceptance, delivery, and recordation of the agreement and relocation easement with Fish and Game.

FISCAL IMPACT

The ratification of the execution, delivery, acceptance and recordation of the agreement and relocation easement with Fish and Game by the City Manager and City Clerk under an emergency situation, in itself, has no fiscal impact on the current operating budget.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission received a report on the Haymar Sewerline and its meeting on February 13, 2011, and will receive status updates on the repair and relocation of the line at subsequent meetings.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

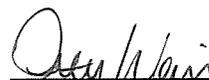
Staff recommends that the City Council ratify the execution, delivery, acceptance and recordation of the agreement and relocation easement with Fish and Game by the City Manager and City Clerk under an emergency situation for the relocation of a portion of the Haymar Sewerline west of College Boulevard and south of State Route 78, within the City of Carlsbad on lands owned by the California Department of Fish and Game and the City Clerk's acceptance and filing of the document with the County Recorder.

PREPARED BY:

SUBMITTED BY:



William F. Marquis
Senior Property Agent



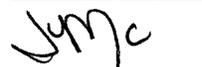
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Jane McVey, Economic and Community Development Director



Douglas E. Eddow, Real Property Manager



Cari Dale, Water Utilities Director



WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Agreement and Relocation of
Easement**

Agency: Department of Fish and Game
Wildlife Conservation Board
Project: Buena Vista Creek Ecological
Reserve-Haymar Sewer Segment
Replacement
San Diego County
Parcels:
APN: 167-040-38, 167-040-39

THIS AGREEMENT AND RELOCATION OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF FISH AND GAME, WILDLIFE CONSERVATION BOARD, hereinafter called State, and The City of Oceanside, a California Charter City, hereinafter called Grantee.

Grantee desires to relocate a portion of an easement ("Easement") on a portion of State's property commonly known as Buena Vista Creek Ecological Reserve, (the "Land"). The new location of the entire easement is described in **Exhibit "A", Parcel 1** ("Easement Area").

The easement is being relocated to accommodate the installation of a new segment of sewer pipeline and the abandonment/removal of an existing segment of sewer pipeline. The Grantee, at its cost, shall (a) remove the pipe and all appurtenances, including manholes and restore the Property to a condition satisfactory to the State or (b) abandon the pipe and appurtenances, including manholes, in place pursuant to a written plan approved by State and in compliance with applicable federal, state and local laws, statutes, regulations, ordinances, standards and requirements.

Should Grantee abandon the pipe and appurtenances, including manholes, in place then Grantee shall remain the owner of and shall retain full responsibility for them. Without limiting the obligations of Grantee under the preceding sentence, Grantee at its cost, shall inspect the abandoned pipe and appurtenances, including manholes, not less frequently than quarterly, monitor and take all other steps necessary to prevent conditions that could impede stream flow or the movement of fish, or that may be harmful to humans, wildlife or the environment, and maintain the abandoned pipe and appurtenances at all times in a safe condition. Upon request in writing by the State, the City shall, at the City's cost, post signs, install fencing and/or take all necessary steps to address identified and/or potential hazards. These steps may include complete removal of the abandoned pipe and all appurtenances.

NOW, THEREFORE,

1. The State, pursuant to the provisions of Section 1348(c)(2) of the Fish and Game Code of the State of California hereby grants to Grantee, its successors and assigns forever, a perpetual, non-exclusive easement and right-of-way over, under, on, across the Land for so long as the Easement Area is used exclusively for the purposes of construction, use, maintenance, and repair of underground and above ground facilities for sanitary sewer purposes, together with the right to construct, reconstruct, repair, replace, excavate and refill ditches and trenches for the location of such facilities, provided, that all uses of the easement by Grantee shall be consistent with the proposed uses described in the Haymar Sewer Segment Replacement Project (State Clearinghouse Number 2008091043).
2. The State also grants to Grantee, subject to the terms and conditions hereof, the non-exclusive right to use and maintain the existing roads providing access to the Easement Area, and to construct, reconstruct, gravel, and maintain said roads for ingress and egress from the Easement Area, provided that all such activities shall be consistent with State and Federal regulations pertaining to such work on State property, including, but not limited to, the Migratory Bird Treaty Act and Endangered Species Act, Fish and Game Code 1600 et seq. and 2050 et seq. and Public Resources Code 5097 et seq. The operation and maintenance of such roads in and to the Easement Area shall be at Grantee's sole cost and expense.
3. The State also grants to Grantee, subject to the terms and conditions hereof, a non-exclusive temporary construction easement and temporary right-of-way within a portion of the above-described real property, more particularly described in **Exhibit "A", Parcel 2** (Temporary Easement Area) and the temporary right to deposit tools, implements and materials thereon by Grantee, its officers, employees, agents successors, or assigns or by any contractor, of its agents and employees engaged by Grantee, its successors or agents, necessary to repair, replace and relocate certain sections of the existing sewer lines, provided that all uses of the Temporary Easement Area shall be consistent with the proposed uses described in the Haymar Sewer Segment Replacement Project (State Clearinghouse Number 2008091043). Upon completion of the pipeline construction and relocation project, Grantee agrees to restore said Temporary Easement Area to a condition as nearly as reasonably practicable to their condition prior to their use by Grantee. The temporary construction easement is temporary and shall terminate upon the date of completion of Grantee's pipeline construction and relocation project or after 180 days after project initiation, whichever is sooner.
4. This Easement is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, leases and licenses, easements and rights of way pertaining to the Land, whether or not of record. The use of the word "grant" shall not imply any warranty on the part of the State with respect to the Easement or the Easement Area.
5. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
6. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the Land or on any other real property of State adjacent to the Easement Area.

7. Grantee shall not materially interfere with the use by and operation and activities of State on its property, and Grantee shall use such routes and follow such procedures on State's property that result in the least damage and inconvenience to State.
8. Grantee shall be responsible for any damage to State's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of State's property, including, but not limited to, roads, utilities, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the Easement or use of the Easement Area.
9. This Grant of Easement is made on the express condition that State is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, its contractors', agents', officers', members', employees', invitees', or licensees' exercise of rights granted pursuant to this Easement or use of the Easement Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee. Grantee hereby covenants and agrees to defend and indemnify State, its officers, employees, agents, students, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of the Easement or use of the Easement Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of State.
10. Grantee alone shall pay any and all taxes, charges or use fee(s) levied by any governmental agency against Grantee's interest in the Easement Area, or against the Land as a result of the Easement herein granted. Grantee shall not cause liens of any kind to be placed against the Easement Area or the Land.
11. Grantee shall have the right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, operation and maintenance of the Easement Area with written approval from the State, whose approval will not be unreasonably withheld.
12. State reserves the right to use the Land in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
13. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use this Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 365 days from written demand by State, remove all property placed by or for Grantee upon said Land and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

14. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

Dated: 10/12/10

State of California
Department of Fish and Game
Wildlife Conservation Board

By: *John P. Donnelly*
John P. Donnelly
Executive Director

Dated: 1-11-11

GRANTEE:
City of Oceanside, a California Charter City

By: *Peter A. Weiss*
Peter A. Weiss
City Manager

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

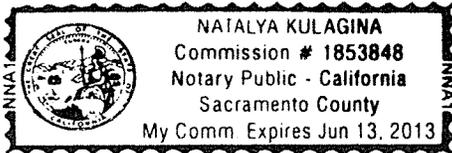
State of California

County of Sacramento }

On 10/12/2010 before me, Natalya Kulagina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John P Donnelly
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Kulagina
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to 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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

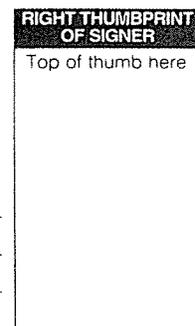
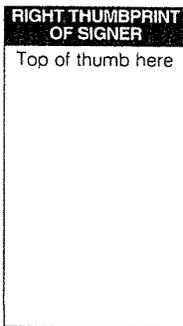
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 01/11/2011 before me, Elizabeth S. Hedrick, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Peter Weiss
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Elizabeth S. Hedrick
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"
LEGAL DESCRIPTION

VESTING: STATE OF CALIFORNIA

APN: 167-040-38 AND 167-040-39

PARCEL 1 (EXISTING 16.00' WIDE SEWER EASEMENTS)

EXISTING 16.00 FOOT WIDE SEWER EASEMENTS RECORDED JULY 1, 1964 AS FILE/PAGE NO. 118725 AND RECORDED SEPTEMBER 2, 1964 AS FILE/PAGE NO. 173218, BOTH OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THAT PORTION OF RANCHO AGUA HEDIONDA, IN THE CITY OF CARLSBAD, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PATENT MAP THEREOF, RECORDED IN BOOK 1, PAGE 150 OF PATENTS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN STRIPS OF LAND 16.00 FEET IN WIDTH, THE CENTERLINE OF SAID STRIPS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID RANCHO;

THENCE ALONG THE WESTERLY LINE OF SAID RANCHO SOUTH 32°59'29" WEST (SOUTH 30°30'00" WEST RECORD) 321.42 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN ROAD KNOWN AS "SOUTH OCEANSIDE TO VISTA ROAD" AS SHOWN ON SURVEY ENTITLED "COUNTY OF SAN DIEGO HIGHWAY COMMISSION ROUTE 14 BETWEEN SOUTH OCEANSIDE AND VISTA", SAID SURVEY BEING ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR OF SAID SAN DIEGO COUNTY;

THENCE ALONG SAID CENTERLINE SOUTH 83°05'31" EAST (SOUTH 85°35'00" EAST RECORD) 16.70 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED AS PARCEL 1 IN DEED TO CLARENCE A. HARVEY, ET AL, RECORDED JANUARY 15, 1960 AS INSTRUMENT NO. 9151 OF OFFICIAL RECORDS;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LAND AS FOLLOWS:

CONTINUING ALONG SAID CENTERLINE SOUTH 83°05' 31" EAST (SOUTH 85°35'00" EAST RECORD) 78.06 FEET TO THE INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE DEPARTMENT OF PUBLIC WORKS' SURVEY MADE IN 1951 BETWEEN OCEANSIDE AND VISTA, ROAD XI-SD-196-A (NOW CALLED VISTA WAY);

THENCE ALONG SAID SOUTHERLY BOUNDARY SOUTH 74°22'51" EAST (SOUTH 76°52'20" EAST RECORD) 384.08 FEET TO THE **TRUE POINT OF BEGINNING** OF SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENTS RECORDED JULY 1, 1964 AS FILE/PAGE NO. 118725;

THENCE SOUTH 44°30'31" EAST (SOUTH 47°00'00" EAST RECORD) 289.88 FEET;

THENCE SOUTH 75°01'31" EAST (SOUTH 77°31'00" EAST RECORD) 350.00 FEET;

THENCE SOUTH 81°01'31" EAST (SOUTH 83°32'00" EAST RECORD) 1400.00 FEET TO A POINT DESIGNATED IN THIS DESCRIPTION AS POINT "A";

THENCE SOUTH 54°31'31" EAST (SOUTH 57°01'00" EAST RECORD) 40 FEET MORE OR LESS TO THE EASTERLY BOUNDARY OF THAT PARCEL OF LAND CONVEYED BY DEED RECORDED JANUARY 15, 1960 AS INSTRUMENT NO. 9151 OF OFFICIAL RECORDS TO CLARENCE A. HARVEY AND PHYLLIS KAY HARVEY, HUSBAND AND WIFE, AS JOINT TENANTS, JEANNE F. REESE, A WIDOW, AND HERBERT Q. JOHNSON AND MARIAN E. JOHNSON, HUSBAND AND

WIFE, AS JOINT TENANTS, BEING THE TERMINUS OF SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENT RECORDED JULY 1, 1964 AS FILE/PAGE NO. 118725 AND THE **TRUE POINT OF BEGINNING** OF SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENT RECORDED SEPTEMBER 2, 1964 AS FILE/PAGE NO. 173218, BOTH OF OFFICIAL RECORDS;

THENCE CONTINUING SOUTH 54°31'31" EAST (SOUTH 57°01'00" EAST RECORD) 110.00 FEET MORE OR LESS, OR THE COMPLEMENT OF A COURSE SOUTH 54°31'31" EAST (SOUTH 57°01'00" EAST RECORD) 150 FEET FROM SAID POINT "A";

THENCE SOUTH 30°30'31" EAST (SOUTH 33°00'00" EAST RECORD) 202.00 FEET;

THENCE SOUTH 55°30'31" EAST (SOUTH 58°00'00" EAST RECORD) 185.00 FEET;

THENCE NORTH 88°19'29" EAST (NORTH 85°50'00" EAST RECORD) 200.00 FEET;

THENCE NORTH 78°08'29" EAST (NORTH 75°39'00" EAST RECORD) 1025.87 FEET TO AN INTERSECTION WITH THE CENTERLINE OF THAT CERTAIN STRIP OF LAND SHOWN AND DESIGNATED AS "60' EASEMENT RESERVED FOR ROAD" ON SHEET 2 OF RECORD OF SURVEY MAP NO. 5342, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, JANUARY 26, 1960;

THENCE NORTH 5°06'47" WEST (NORTH 7°36'16" WEST RECORD) 174.58 FEET;

THENCE NORTH 66°11'57" EAST (NORTH 63°42'28" EAST RECORD) 31 FEET MORE OR LESS TO THE EASTERLY LINE OF SAID "60' EASEMENT RESERVED FOR ROAD".

THE SIDELINES OF THE AFOREMENTIONED 16' STRIPS TO BE PROLONGED OR SHORTENED SO AS TO FORM A CONTINUOUS STRIP OF LAND WHICH TERMINATES IN SAID EASTERLY LINE.

TOGETHER WITH (20.00 FOOT WIDE PERMANENT SEWER EASEMENT)

THAT PORTION OF RANCHO AGUA HEDIONDA, IN THE CITY OF CARLSBAD, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PATENT MAP THEREOF RECORDED IN BOOK 1, PAGE 150 OF PATENTS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN GRANT DEED TO JOSEPH SHERMAN, A SINGLE MAN, RECORDED MARCH 29, 1979 AS FILE/PAGE NO. 79-113667 OF OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON RECORD OF SURVEY NO. 5342 RECORDED JANUARY 26, 1960, INCLUDED WITHIN A STRIP OF LAND, 20.00 FEET WIDE, LYING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE TRUE POINT OF BEGINNING OF SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENT RECORDED SEPTEMBER 2, 1964 AS FILE/PAGE NO. 173218;

THENCE ALONG THE CENTERLINE OF SAID 16.00 FOOT WIDE SEWER EASEMENT SOUTH 54°31'31" EAST (SOUTH 57°01'00" EAST RECORD) 110.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 30°30'31" EAST (SOUTH 33°00'00" EAST RECORD) 146.17 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID CENTERLINE SOUTH 74°48'26" EAST 158.05 FEET;

THENCE SOUTH 64°38'27" EAST 174.29 FEET;

THENCE SOUTH 76°45'18" EAST 72.73 FEET;

THENCE SOUTH 03°20'31" EAST 14.12 FEET TO THE CENTERLINE OF SAID 16.00 FOOT WIDE SEWER EASEMENT.

THE SIDELINES OF SAID 20.00 FOOT STRIP TO BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINT INTERSECTIONS, AND TO TERMINATE AT THE NORTHERLY LINE OF SAID 16.00 FOOT WIDE SEWER EASEMENT

CONTAINING 7,982 SQUARE FEET MORE OR LESS.

PARCEL 2 (TEMPORARY CONSTRUCTION EASEMENT)

THAT PORTION OF RANCHO AGUA HEDIONDA, IN THE CITY OF CARLSBAD, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PATENT MAP THEREOF RECORDED IN BOOK 1, PAGE 150 OF PATENTS, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS DESCRIBED IN GRANT DEED TO JOSEPH SHERMAN, A SINGLE MAN, RECORDED MARCH 29, 1979 AS FILE/PAGE NO. 79-113667 OF OFFICIAL RECORDS OF SAID COUNTY, AS SHOWN ON RECORD OF SURVEY NO. 5342 RECORDED JANUARY 26, 1960, DESCRIBED AS FOLLOWS:

COMMENCING AT THE TRUE POINT OF BEGINNING OF SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENT RECORDED SEPTEMBER 2, 1964 AS FILE/PAGE NO. 173218;

THENCE ALONG THE CENTERLINE OF SAID 16.00 FOOT WIDE SEWER EASEMENT SOUTH 54°31'31" EAST (SOUTH 57°01'00" EAST RECORD) 110.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 30°30'31" EAST (SOUTH 33°00'00" EAST RECORD) 110.00 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 30°30'31" EAST (SOUTH 33°00'00" EAST RECORD) 118.22 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID CENTERLINE NORTH 15°11'34" EAST 10.48 FEET;

THENCE SOUTH 74°48'26" EAST 180.72 FEET;

THENCE SOUTH 64°38'27" EAST 173.78 FEET;

THENCE SOUTH 76°45'18" EAST 81.48 FEET;

THENCE SOUTH 03°20'31" EAST 28.38 FEET;

THENCE SOUTH 78°08'29" WEST 21.63 FEET;

THENCE SOUTH 88°19'29" WEST 14.06 FEET;

THENCE NORTH 76°45'18" WEST 60.65 FEET;

THENCE NORTH 64°38'27" WEST 174.46 FEET;

THENCE NORTH 74°48'26" WEST 146.92 FEET TO SAID CENTERLINE OF SAID 16.00 FOOT WIDE SEWER EASEMENT;

THENCE ALONG SAID CENTERLINE NORTH 30°30'31" WEST 42.26 FEET TO THE **TRUE POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PORTION DESCRIBED IN PARCEL 1 HEREINABOVE, BEING SAID EXISTING 16.00 FOOT WIDE SEWER EASEMENTS AND SAID 20.00 FOOT WIDE PERMANENT SEWER EASEMENT.

CONTAINING 8,664 SQUARE FEET 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

November 23, 2016
DATE



EXHIBIT "B"

N.W. CORNER RANCHO AGUA HEDIONDA

I.P.O.B. PARCEL 1, EXISTING 16.00' WIDE SEWER EASEMENT TO THE CITY OF OCEANSIDE REC. 7/1/1964 AS F/P 118725 O.R.

ASSESSOR'S PARCEL NO. 167-040-38

HWY 78

W'LY LINE RANCHO AGUA HEDIONDA

EXISTING 16.00' WIDE SEWER EASEMENT TO THE CITY OF OCEANSIDE REC. 7/1/1964 AS F/P 118725 O.R.

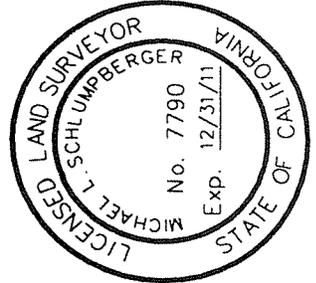
ASSESSOR'S PARCEL NO. 167-040-39

RANCHO AGUA HEDIONDA ROS 5342

SCALE 1" = 500'

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

Michael L. Schlumpberger
 MICHAEL L. SCHLUMPBERGER DATE November 23, 2010

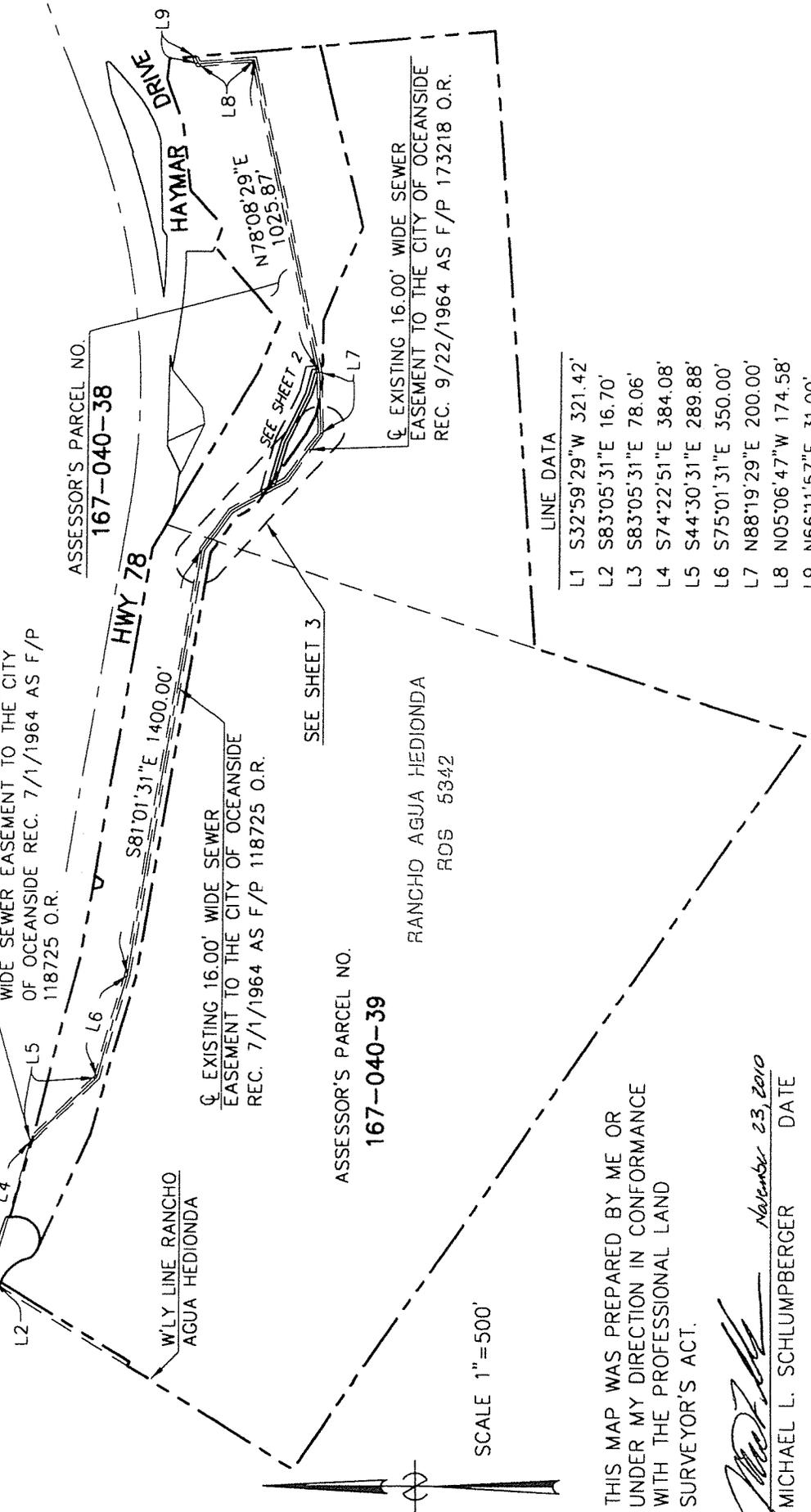


Right-Of-Way Engineering Services, Inc.
 Land Surveying

615 S. Tremont Street · Oceanside, CA 92054
 (760) 637-2700 FAX (760) 637-2701

Drawing file name: Homor Sewer Esmt revised.dwg
 Job no.: 0603-0036-01

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



LINE DATA

- L1 S32°59'29"W 321.42'
- L2 S83°05'31"E 16.70'
- L3 S83°05'31"E 78.06'
- L4 S74°22'51"E 384.08'
- L5 S44°30'31"E 289.88'
- L6 S75°01'31"E 350.00'
- L7 N88°19'29"E 200.00'
- L8 N05°06'47"W 174.58'
- L9 N66°11'57"E 31.00'

EXISTING 16.00' WIDE SEWER EASEMENT TO THE CITY OF OCEANSIDE REC. 9/22/1964 AS F/P 173218 O.R.

SEE SHEET 2

SEE SHEET 3

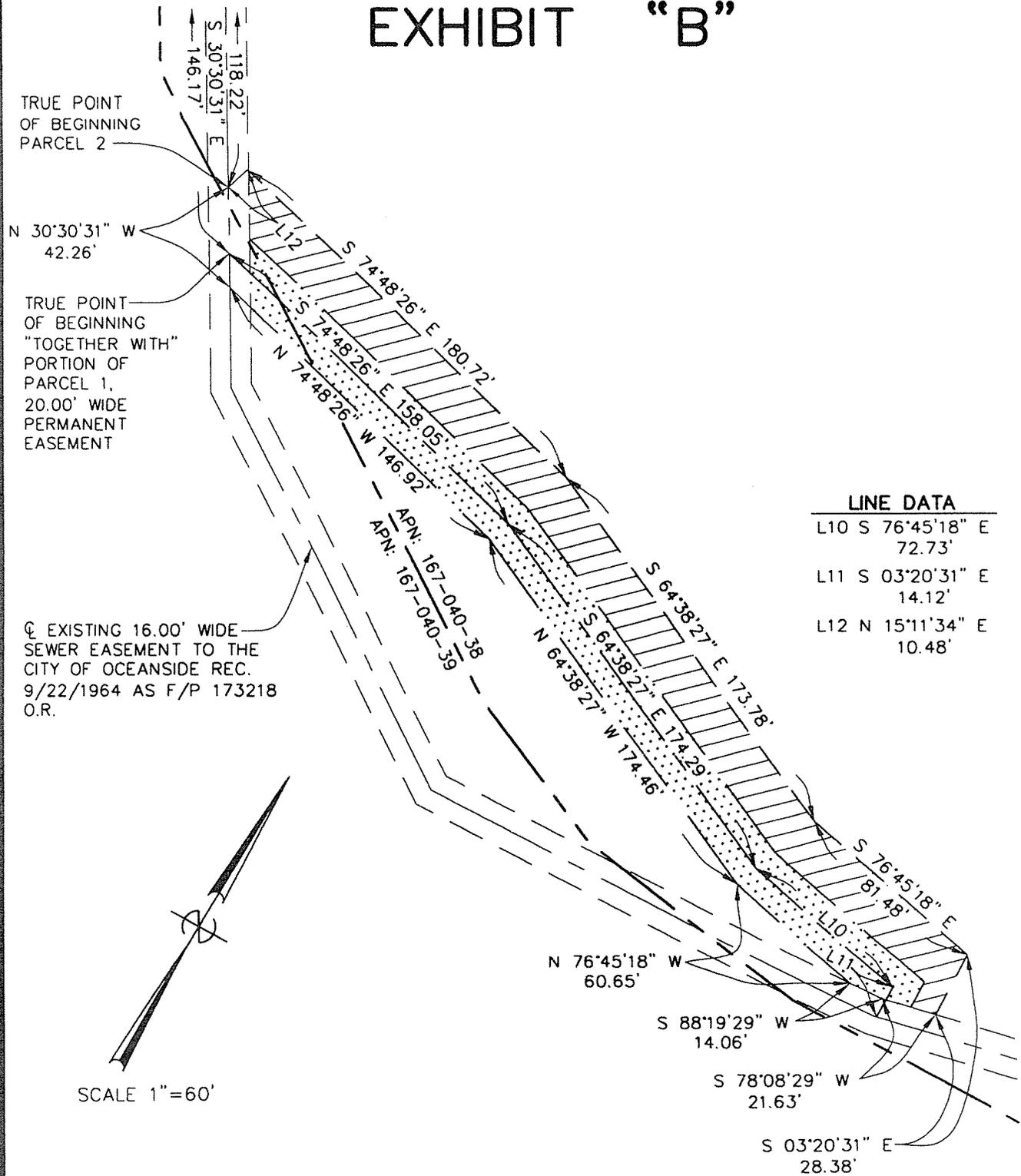
CITY OF OCEANSIDE
EASEMENT PLAT

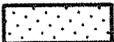
VESTING: STATE OF CALIFORNIA

DATE: NOVEMBER 22, 2010

SHEET 1 OF 3

EXHIBIT "B"



 DENOTES "TOGETHER WITH" PORTION OF PARCEL 1, 20.00' WIDE PERMANENT EASEMENT 7,982 SQUARE FEET MORE OR LESS

 DENOTES PARCEL 2, TEMPORARY EASEMENT 8,664 SQUARE FEET MORE OR LESS

| | |
|------------------------------|--------------|
| CITY OF OCEANSIDE | |
| EASEMENT PLAT | |
| VESTING: STATE OF CALIFORNIA | |
| DATE: NOVEMBER 22, 2010 | SHEET 2 OF 3 |

EXHIBIT "B"

☐ EXISTING 16.00' WIDE SEWER
EASEMENT TO THE CITY OF OCEANSIDE
REC. 7/1/1964 AS F/P 118725 O.R.

POINT "A"

S81°01'31"E 1400.00'

40'

S54°31'31"E
150'

I.P.O.B. EXISTING 16.00' WIDE SEWER
EASEMENT TO THE CITY OF OCEANSIDE
REC. 9/22/1964 AS F/P 173218 O.R.,
AND P.O.C. "TOGETHER WITH" PORTION OF
PARCEL 1, 20.00' WIDE PERMANENT
EASEMENT, AND PARCEL 2

110.00'

118.22'

146.17'

S30°30'31"E
202.00'

T.P.O.B.
PARCEL 2
SEE SHEET 2

ASSESSOR'S
PARCEL NO.
167-040-38

SEE SHEET 2

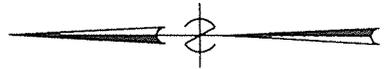
ASSESSOR'S PARCEL NO.
167-040-39

T.P.O.B. "TOGETHER WITH"
PORTION OF PARCEL 1,
20.00' WIDE PERMANENT EASEMENT
SEE SHEET 2

S55°30'31"E
185.00'

☐ EXISTING 16.00' WIDE SEWER
EASEMENT TO THE CITY OF OCEANSIDE
REC. 9/22/1964 AS F/P 173218 O.R.

N88°19'29"E
200.00'



SCALE 1"=100'

CITY OF OCEANSIDE

EASEMENT PLAT

VESTING: STATE OF CALIFORNIA

DATE: NOVEMBER 22, 2010

SHEET 3 OF 3