

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: August 12, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **GRANT OF INGRESS AND EGRESS EASEMENT TO ETERNAL HILLS CEMETERY FOR SEDIMENT BASIN MAINTENANCE**

**SYNOPSIS**

Staff recommends that the City Council approve the grant of easement for ingress and egress purposes to SCI California Funeral Services, Inc., and SCI Funeral Services, LLC (Eternal Hills Cemetery) across City-owned real property commonly referred to as the Myers Property, APN 165-040-13 and 22, for access for maintenance of a storm water sediment basin located on the northwest portion of the cemetery property and the northerly portion of the Eternal Hills - Dignity Memorial Habitat Preserve, and authorize the Mayor to execute the deed.

**BACKGROUND**

In February 2002 the City acquired a 35-acre parcel located west of El Camino Real and south of Loma Alta Creek through the San Diego County Water Authority ("SDCWA"), which real property is commonly known as the Myers Property and is surrounded by Eternal Hills Cemetery property. The SDCWA and the State of California Department of Fish and Game provided funds for the purchase of the Myers Property as part of the mitigation obligation for the SDCWA's Emergency Storage Project. The acquisition of the Myers Property added a key open space parcel to the City's proposed Wildlife Corridor Planning Area as described in the draft Multiple Habitat Conservation Program and the City's draft Subarea Plan. In 2004-05 the City received grant funding from the State of California Water Resources Control Board ("SWRCB") and implemented the habitat restoration plan for the property.

In February 2008 the City Council approved the entitlements for the expansion of the Eternal Hills Cemetery. As part of the conditions of approval and regulatory agency permits for its project, Eternal Hills is required to construct and maintain a sediment detention basin at the northwest corner of its property. Access to the detention basin runs through a portion of the Myers Property along an existing dirt road. The City has required that Eternal Hills improve the access road to an "all-weather" condition. Eternal Hills is asking that the City grant an easement over this road to gain legal access for the maintenance and operation of the detention basin and for the restoration and perpetual maintenance of the northerly portion of the 67.4-acre onsite Eternal Hills – Dignity Memorial Habitat Preserve.

The detention basin will function as a filtering system to reduce sediment transport to Loma Alta Creek that is generated by storm waters running off Eternal Hills, the Fire Mountain neighborhood to the south that runs through Eternal Hills, and from the Myers Property. The Environmental Impact Report and the 401 Water Quality Certification for the Eternal Hills expansion project states that maintenance and operation responsibilities for the basin will be that of Eternal Hills, with the City being responsible for inspecting and monitoring the Storm Water Management Plan Best Management Practices.

Eternal Hills will remove sediment from the basin on a periodic basis and stockpile it on site at an upland location near the basin. The City shall be responsible for removing sand from the stockpile that is suitable for sand replenishment on Oceanside area beaches. Excavated material from the basin having a sand content of at least 80 percent, and no more than a 20 percent difference in sand content from that of the receiver beach, are considered physically compatible for the receiver site.

Eternal Hills has granted a blanket easement to the City across its property to provide access to the Myers Property and the stockpiled material from the basin. This easement will provide a more efficient means of accessing the Myers Property for maintenance activities and removing sand excavated from the detention basin and transporting it to area beaches.

## **ANALYSIS**

Staff and Eternal Hills have negotiated the terms of an access easement across the Myers Property. Under the terms of the easement Eternal Hills will:

- Indemnify, defend and hold the City harmless against all claims for damages or injury arising out of Eternal Hills' use of the easement;
- Indemnify, defend and hold the City harmless against all claims for damage or injury to property or persons arising out of water runoff from any adjoining public street, right-of-way or property that enters and crosses upon Eternal Hills' property;
- Indemnify and hold City harmless against all causes of action and claims brought by or on behalf of SDCWA and the San Diego Regional Water Quality Control Board, including, but not limited to, water quality issues on or off the Myers Property caused or exacerbated by Eternal Hills' improvements;
- Repair, restore and/or replace any damaged or disturbed sensitive or native habitat on the Myers Property, and remove any exotic or intrusive plant arising out of Eternal Hills' conduct in the use of the access road; and
- Construct and maintain the improvements in accordance with plans and specifications approved by the City Engineer.

**FISCAL IMPACT**

The benefit the City receives from Eternal Hills in the form of the blanket easement across its property to access the Myers Property for maintenance activities, to remove and transport suitable sand through Eternal Hills' property from the detention basin sediment stockpile for beach sand replenishment, and indemnification from any damages arising from public waters running though Eternal Hills' property is considered to be sufficient and valuable consideration received for granting the requested easement. Therefore, staff recommends that the City Council deem these measures as a public benefit and grant the easement without monetary consideration.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

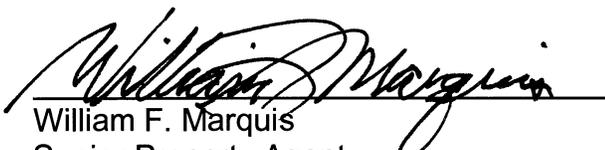
The referenced document has been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve the grant of easement for ingress and egress purposes to SCI California Funeral Services, Inc., and SCI Funeral Services, LLC (Eternal Hills Cemetery) across City owned real property commonly referred to as the Myers Property, APN 165-040-13 and 22, for access for maintenance of a storm water sediment basin located on northwest portion of the cemetery property and the northerly portion of the Eternal Hills - Dignity Memorial Habitat Preserve, and authorize the Mayor to execute the deed.

PREPARED BY:

SUBMITTED BY:

  
\_\_\_\_\_  
William F. Marquis  
Senior Property Agent

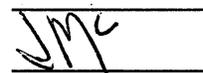
  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Jane McVey, Economic and Community Development Director

Douglas E. Eddow, Real Property Manager

  
\_\_\_\_\_  
  
\_\_\_\_\_

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

SCI California Funeral Services, Inc.  
570 East Highland Avenue  
San Bernardino, CA 92404

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
CITY DOCUMENT NO.

A.P.N.: 165-040-13 and 22  
Easement Interest Only

**GRANT OF EASEMENT  
FOR INGRESS AND EGRESS**

EASD-14-08 (D-24-06)

**FOR VALUABLE CONSIDERATION**, receipt and sufficiency of which is hereby acknowledged, the undersigned,

CITY OF OCEANSIDE, a municipal corporation ("Grantor")

hereby GRANTS to

SCI CALIFORNIA FUNERAL SERVICES, INC., a California corporation, successor in interest by merger to Eternal Hills Cemetery Association, a California Corporation, and SCI FUNERAL SERVICES, LLC, an Iowa limited liability company, formally known as SCI Funeral Services, Inc., an Iowa corporation, successor in interest by merger to Mount Olive Cemetery Association, Inc., an Illinois Corporation (individually and severally "Grantee")

a perpetual easement and right-of-way for, and the right to use for ingress and egress purposes, and those appurtenances and uses commonly associated therewith, over, upon, through and across, that certain portion of Grantor's real property situated in the City of Oceanside, County of San Diego, State of California, as more particularly described as follows:

See Legal Description thereof marked Exhibit "A", as shown on a Sketch thereof marked Exhibit "B", attached hereto and incorporated herein by reference

This Grant of Easement is made and accepted with the understanding, acknowledgement and agreement that Grantee, its heirs, successors and assigns, shall:

1. Indemnify, defend and hold Grantor and its officers, agents and employees harmless against all claims for damages or injury to persons (including death) or property arising out of the conduct of Grantee or its employees, agents, or others in connection with its use and occupation of the easement and right-of-way granted herein, except only for those claims arising from the sole and active negligence or sole willful misconduct of Grantor, its officers, agents, or employees. Said indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by Grantor, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.

2. Indemnify, defend and hold Grantor and its officers, agents and employees harmless against all claims for damages or injury to property (real or personal) or persons (including death) arising out of storm runoff, nuisance runoff, or any other form of water runoff that enters upon and across and through Grantee's real property from any adjoining public street, right-of-way or other real property, including the real property of which the easement granted herein is a part, except only those claims arising from the sole and active negligence or sole willful misconduct of Grantor, its officers, agents, or employees. Said indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by Grantor, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not.
  
3. Indemnify and hold Grantor harmless against all causes of action and claims brought by or on behalf of the San Diego Water Authority and the San Diego Regional Water Quality Control Board, their officers, agents and employees for damages arising out of the conduct of Grantee or its employees, agents, or others in connection with its use and occupation of the easement and right-of-way granted herein, including, but not limited to, water quality issues on or off Grantor's real property caused or exacerbated by Grantee's improvements.
  
4. Repair, restore and/or replace any damaged or disturbed sensitive or native habitat situated on and remove any exotics or intrusive plant from Grantor's real property arising out of the conduct of Grantee, its employees, agents, or others in connection with its use and occupation of the easement and right-of-way granted herein. Said repair, restoration, replacement and/or removal of plant material shall be made at Grantee's cost and expense in accordance with the Myers Property Habitat Management Plan or as required by the State of California Department of Fish and Game, the United States Fish and Wildlife Service and/or any other regulatory agency.

Any and all improvements placed on or in Grantor's real property by Grantee, its contractors, agents or employees, shall be constructed and maintained in accordance with plans first approved in writing by the City Engineer.

Dated: \_\_\_\_\_

GRANTOR:

City of Oceanside, a municipal corporation

By: \_\_\_\_\_ Mayor

<p>APPROVED AS TO FORM  OCEANSIDE CITY ATTORNEY  <i>Barbara L. Hamilton</i>  BARBARA L. HAMILTON  Assistant City Attorney</p>
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## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

THAT PORTION OF SECTIONS 19 AND 30 OF TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY APPROVED DECEMBER 27, 1870. LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A DESCRIBED IN EXHIBIT "A" OF THE GRANT DEED RECORDED FEBRUARY 15, 2002 PER DOCUMENT NUMBER 2002-0135011, THENCE SOUTH 89°09'37" EAST, 519.22 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID GRANT DEED, TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTHERLY BOUNDARY, NORTH 37° 57' 33" WEST, 19.84 FEET; THENCE, NORTH 53° 49' 01" WEST, 26.92 FEET; THENCE, NORTH 55° 44' 31" WEST, 30.03 FEET; THENCE, NORTH 45° 33' 11" WEST, 14.38 FEET; THENCE, NORTH 34° 44' 57" WEST, 10.81 FEET; THENCE, SOUTH 63° 24' 36" WEST, 13.13 FEET; THENCE, NORTH 25° 07' 17" WEST, 8.00 FEET; THENCE, NORTH 63° 24' 36" EAST, 12.32 FEET; THENCE, NORTH 28° 17' 27" WEST, 3.77 FEET; THENCE, NORTH 04° 46' 09" WEST, 15.08 FEET; THENCE, NORTH 10° 15' 16" EAST, 17.19 FEET; THENCE, NORTH 01° 42' 32" EAST, 10.79 FEET; THENCE, SOUTH 83° 21' 36" WEST, 13.70 FEET; THENCE, NORTH 05° 05' 58" WEST, 8.00 FEET; THENCE, NORTH 83° 21' 36" EAST, 14.44 FEET TO THE BEGINNING OF A NON-TANGENT 20.95 FOOT RADIUS CURVE, A RADIAL TO SAID POINT OF BEGINNING BEARS NORTH 83° 34' 35" WEST, SAID CURVE BEING CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 16.85 FEET, THROUGH A CENTRAL ANGLE OF 46° 04' 41"; THENCE, NORTH 53° 06' 58" WEST, 98.85 FEET; THENCE, NORTH 84° 50' 43" WEST, 19.54 FEET; THENCE, NORTH 05° 42' 43" EAST, 10.29 FEET; THENCE, NORTH 52° 10' 47" WEST, 29.17 FEET; THENCE, SOUTH 71° 52' 20" WEST, 11.12 FEET; THENCE, NORTH 18° 07' 40" WEST, 10.00 FEET; THENCE, NORTH 71° 52' 20" EAST, 4.36 FEET TO THE BEGINNING OF A NON-TANGENT, 114.97 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 39° 43' 09" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 94.27 FEET, THROUGH A CENTRAL ANGLE OF 46° 58' 44"; THENCE, NORTH 04° 47' 26" WEST, 69.71 FEET TO THE BEGINNING OF A NON-TANGENT, 20.98 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 87° 56' 11" WEST; THENCE, NORTHWESTERLY ALONG THE ARC OF SAID CURVE 18.97 FEET, THROUGH A CENTRAL ANGLE OF 51° 48' 07"; THENCE, NORTH 47° 00' 01" WEST, 48.97 FEET TO THE BEGINNING OF A NON-TANGENT, 31.08 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 43° 59' 05"

EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 23.20 FEET, THROUGH A CENTRAL ANGLE OF 42° 46' 24"; THENCE, NORTH 03° 29' 37" WEST, 12.80 FEET; THENCE, SOUTH 79° 30' 11" WEST, 13.29 FEET; THENCE, NORTH 10° 29' 49" WEST, 10.00 FEET; THENCE, NORTH 79° 30' 11" EAST, 14.52 FEET; THENCE, NORTH 03° 29' 37" WEST, 6.28 FEET TO THE BEGINNING OF A NON-TANGENT, 24.88 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, A RADIAL TO THE BEGINNING OF SAID CURVE, BEARS SOUTH 89° 54' 54" WEST, THENCE, NORTHWESTERLY 21.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 50° 19' 14"; THENCE, NORTH 50° 57' 38" WEST, 20.15 FEET TO THE BEGINNING OF A NON-TANGENT, 85.06 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 41° 15' 23" EAST, THENCE NORTHWESTERLY 30.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20° 21' 40"; THENCE, NORTH 57° 32' 17" WEST, 15.40 FEET; THENCE, NORTH 06° 14' 48" EAST, 7.26 FEET; THENCE, NORTH 30° 12' 35" EAST, 8.93 FEET; THENCE, NORTH 09° 49' 28" WEST, 12.19 FEET TO THE BEGINNING OF A NON-TANGENT, 42.56 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 81° 47' 57" EAST, THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE 18.34 FEET, THROUGH A CENTRAL ANGLE OF 24° 41' 20"; THENCE, NORTH 17° 19' 01" EAST, 40.88 FEET TO THE BEGINNING OF A NON-TANGENT, 60.98 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 80° 44' 51" WEST, THENCE, NORTHERLY ALONG THE ARC OF SAID CURVE 36.71 FEET, THROUGH A CENTRAL ANGLE OF 34° 29' 45"; THENCE, NORTH 26° 32' 35" WEST, 20.44 FEET; THENCE, NORTH 14° 10' 40" WEST, 108.22 FEET; THENCE, NORTH 59° 39' 06" WEST, 20.07 FEET; THENCE, NORTH 31° 14' 22" EAST, 12.32 FEET; THENCE, NORTH 32° 25' 51" WEST, 92.05 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED; THENCE, NORTH 04° 03' 51" EAST ALONG SAID WESTERLY LINE, 32.72 FEET; THENCE, LEAVING SAID WESTERLY LINE, SOUTH 34° 40' 58" EAST, 127.75 FEET; THENCE, SOUTH 26° 58' 23" EAST, 39.58 FEET; THENCE, SOUTH 74° 26' 50" EAST, 8.33 FEET; THENCE, SOUTH 21° 31' 15" WEST, 14.39 FEET; THENCE, SOUTH 11° 47' 39" EAST, 75.22 FEET TO THE BEGINNING OF A NON-TANGENT, 146.95 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 61° 09' 53" WEST, THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 48.26 FEET, THROUGH A CENTRAL ANGLE OF 18° 49' 00" TO THE BEGINNING OF A NON-TANGENT, 70.47 FOOT RADIUS CURVE, CONCAVE TO THE WEST, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS S 82° 50' 44" W; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 28.93 FEET, THROUGH A CENTRAL ANGLE OF 23° 31' 06"; THENCE, SOUTH 22° 15' 01" WEST, 25.19 TO THE BEGINNING OF A NON-TANGENT, 46.65 FOOT RADIUS CURVE, CONCAVE EASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 82° 29' 36" EAST; THENCE, SOUTHERLY ALONG THE ARC OF SAID CURVE 30.10 FEET,

THROUGH A CENTRAL ANGLE OF 36° 57' 53"; THENCE, NORTH 70° 04' 15" EAST, 7.33 FEET; THENCE, SOUTH 20° 53' 25" EAST, 8.00 FEET; THENCE, SOUTH 70° 18' 07" WEST, 6.52 FEET; THENCE, SOUTH 22° 01' 50" EAST, 4.64 FEET; THENCE, SOUTH 38° 09' 22" EAST, 40.86 FEET TO THE BEGINNING OF A NON-TANGENT, 41.42 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 47° 35' 24" WEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 25.95 FEET, THROUGH A CENTRAL ANGLE OF 35° 54' 08"; THENCE, SOUTH 13° 20' 13" EAST, 17.16 FEET; THENCE, NORTH 79° 30' 11" EAST, 11.47 FEET; THENCE, SOUTH 10° 29' 49" EAST, 10.00 FEET; THENCE, SOUTH 79° 30' 11" WEST, 10.97 FEET; THENCE, SOUTH 13° 20' 13" EAST, 12.72 FEET TO THE BEGINNING OF A NON-TANGENT, 37.49 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 75° 34' 14" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 16.14 FEET, THROUGH A CENTRAL ANGLE OF 24° 39' 44"; THENCE, SOUTH 38° 47' 02" EAST, 28.03 FEET; THENCE, SOUTH 50° 21' 23" EAST, 16.25 TO THE BEGINNING OF A NON-TANGENT, 54.71 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 50° 51' 51" WEST; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 32.06 FEET, THROUGH A CENTRAL ANGLE OF 33° 34' 49"; THENCE, SOUTH 01° 47' 22" EAST, 60.08 FEET TO THE BEGINNING OF A NON-TANGENT, 85.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS NORTH 89° 28' 31" EAST; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 72.39 FEET, THROUGH A CENTRAL ANGLE OF 48° 47' 37"; THENCE, SOUTH 49° 28' 03" EAST, 27.51 FEET; THENCE, NORTH 71° 52' 20" EAST, 17.06 FEET; THENCE, SOUTH 18° 12' 03" EAST, 10.00 FEET; THENCE, SOUTH 71° 52' 20" WEST, 10.98 FEET; THENCE, SOUTH 49° 28' 03" EAST, 9.28 FEET; THENCE, SOUTH 65° 26' 28" EAST, 10.23 FEET; THENCE, SOUTH 51° 36' 08" EAST, 38.27 FEET; THENCE, SOUTH 84° 50' 43" EAST, 13.18 FEET; THENCE, SOUTH 05° 04' 53" WEST, 6.91 FEET; THENCE, SOUTH 41° 34' 12" EAST, 17.93 FEET; THENCE, SOUTH 54° 56' 53" EAST, 45.80 FEET TO THE BEGINNING OF A NON-TANGENT, 31.32 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 37° 19' 09" WEST; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 33.91 FEET, THROUGH A CENTRAL ANGLE OF 62° 02' 34"; THENCE, NORTH 83° 21' 36" EAST, 6.98 FEET; THENCE, SOUTH 06° 42' 48" EAST, 8.00 FEET; THENCE, SOUTH 83° 21' 36" WEST, 6.94 FEET TO THE BEGINNING OF A NON-TANGENT, 129.95 FOOT RADIUS CURVE, CONCAVE WESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 85° 25' 55" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 28.30 FEET, THROUGH A CENTRAL ANGLE OF 12° 28' 43" TO THE BEGINNING OF A NON-TANGENT, 14.13 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, A RADIAL TO THE BEGINNING OF

**EASD-14-2008, D-24-06**

**APN's: 165-040-13, 165-040-22**

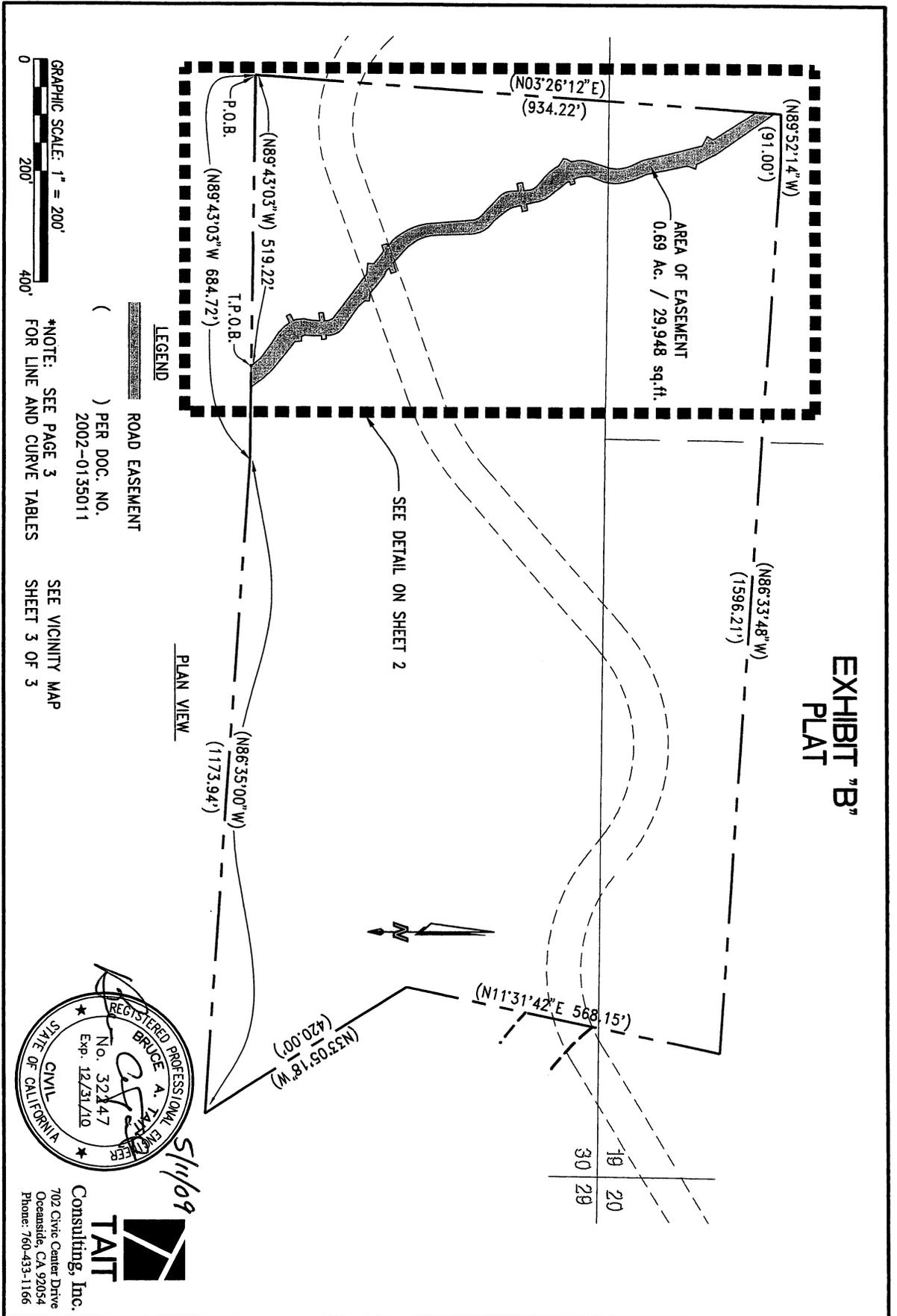
SAID CURVE BEARS NORTH 80° 43' 09" EAST; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 7.66 FEET THROUGH A CENTRAL ANGLE OF 31° 02' 56"; THENCE, NORTH 89° 49' 25" EAST, 7.92 FEET; THENCE, SOUTH 00° 10' 35" EAST, 11.38 FEET; THENCE, SOUTH 51° 17' 20" EAST, 61.16 TO THE BEGINNING OF A NON-TANGENT, 133.43 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, A RADIAL TO THE BEGINNING OF SAID CURVE BEARS SOUTH 40° 41' 32" WEST; THENCE, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 36.28 FEET, THROUGH A CENTRAL ANGLE OF 15° 34' 39"; THENCE, SOUTH 37° 50' 36" EAST, 15.34 FEET TO THE SOUTHERLY LINE OF THE PROPERTY DEEDED PER SAID GRANT DEED; THENCE, ALONG SAID SOUTHERLY LINE, NORTH 89° 09' 37" WEST, 38.38 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING Area: 29,928 sq.ft. 0.69 acres

MORE OR LESS.

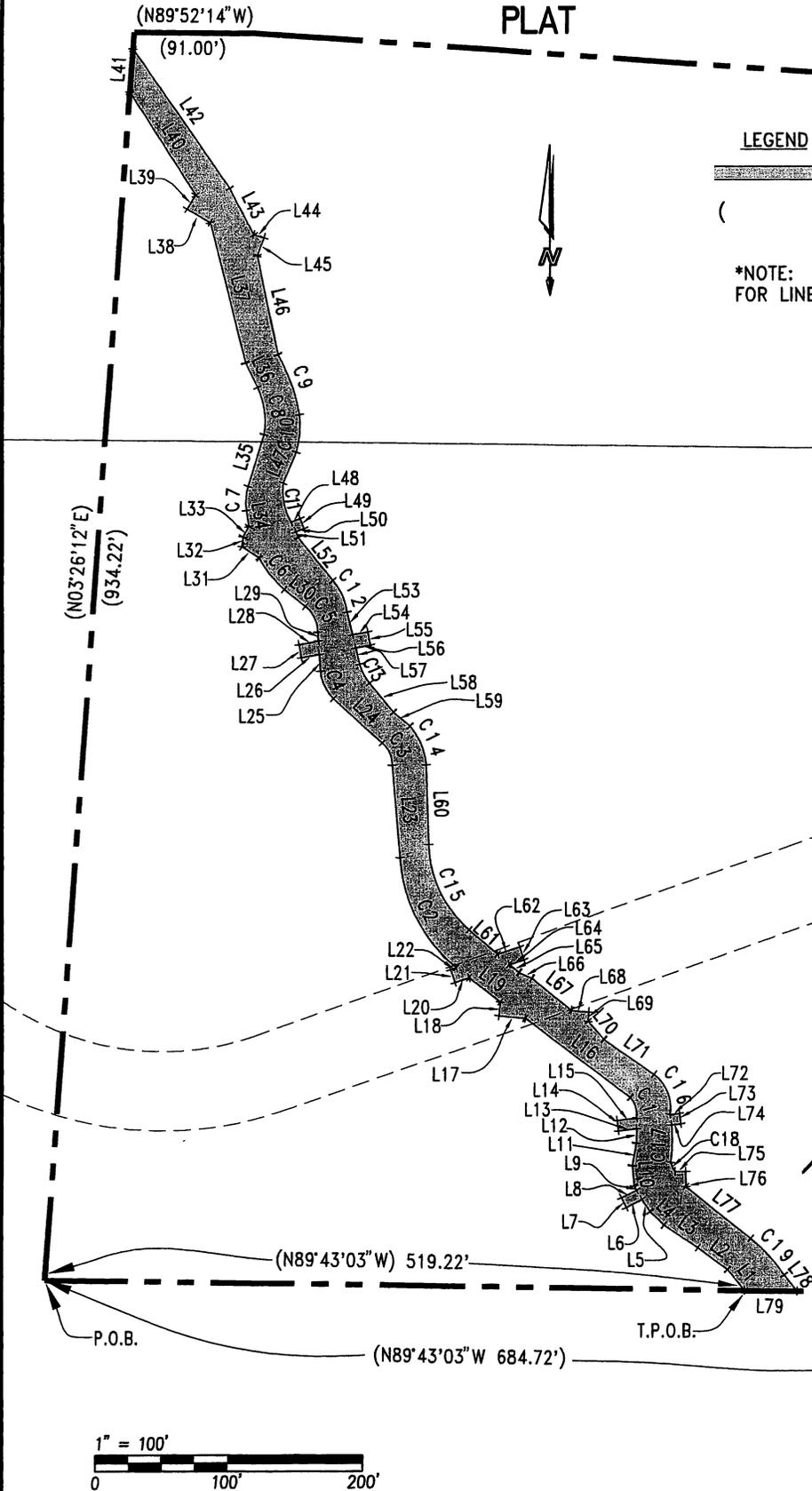


# EXHIBIT "B" PLAT



OWNER: CITY OF OCEANSIDE	CITY OF OCEANSIDE ENGINEERING DIVISION EASEMENT DEDICATION PLAT	
SITE ADDRESS: 1999 S El Camino Real		
ENGINEER: BRUCE TAIT		
APN# 165-040-13, 165-040-22	FILE # EASD-14-2008	DATE: 05/2009 SHEET 1 OF 3

# EXHIBIT "B" PLAT



**LEGEND**

- ROAD EASEMENT
- ( ) PER DOC. NO. 2002-0135011

\*NOTE: SEE PAGE 3 FOR LINE AND CURVE TABLES



**TAIT**  
Consulting, Inc.  
702 Civic Center Drive  
Oceanside, CA 92054  
Phone: 760-433-1166



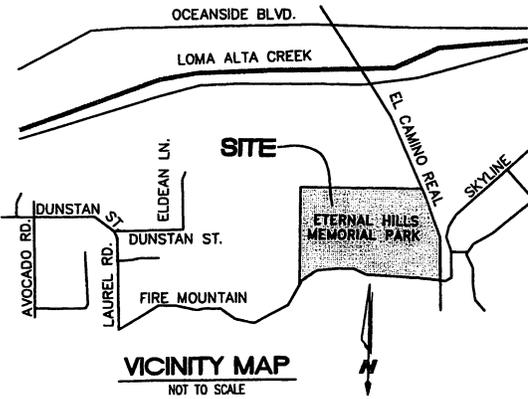
OWNER: CITY OF OCEANSIDE	<b>CITY OF OCEANSIDE</b> ENGINEERING DIVISION EASEMENT DEDICATION PLAT	
SITE ADDRESS: 1999 S El Camino Real		
ENGINEER: BRUCE TAIT		
APN# 165-040-13, 165-040-22	FILE # EASD-14-2008	DATE: 05/2009 SHEET 2 OF 3

# EXHIBIT "B"

LINE TABLE		
LINE	LENGTH	BEARING
L1	19.84	N37°57'33"W
L2	26.92	N53°49'01"W
L3	30.03	N55°44'31"W
L4	14.38	N45°33'11"W
L5	10.81	N34°44'57"W
L6	13.13	S63°24'36"W
L7	8.00	N25°07'17"W
L8	12.32	N63°24'36"E
L9	3.77	N28°17'27"W
L10	15.08	N04°46'09"W
L11	17.19	N10°15'16"E
L12	10.79	N01°42'32"E
L13	13.70	S83°21'36"W
L14	8.00	N05°05'58"W
L15	14.44	N83°21'36"E
L16	98.85	N53°06'58"W
L17	19.54	N84°50'43"W
L18	10.29	N05°42'43"E
L19	29.17	N52°10'47"W
L20	11.12	S71°52'20"W
L21	10.00	N18°07'40"W
L22	4.36	N71°52'20"E
L23	69.71	N04°47'26"W
L24	48.97	N47°00'01"W
L25	12.80	N03°29'37"W
L26	13.29	S79°30'11"W
L27	10.00	N10°29'49"W
L28	14.52	N79°30'11"E
L29	6.28	N03°29'37"W
L30	20.15	N50°57'38"W
L31	15.40	N57°32'17"W
L32	7.26	N06°14'48"E
L33	8.93	N30°12'35"E
L34	12.19	N09°49'28"W
L35	40.88	N17°19'01"E
L36	20.44	N26°32'35"W
L37	108.22	N14°10'40"W
L38	20.07	N59°39'06"W
L39	12.32	N31°14'22"E
L40	92.05	N32°25'51"W
L41	32.72	N04°03'51"E
L42	127.75	S34°40'58"E

L43	39.58	S26°58'23"E
L44	8.33	S74°26'50"E
L45	14.39	S21°31'15"W
L46	75.22	S11°47'39"E
L47	25.19	S22°15'01"W
L48	7.33	N70°04'15"E
L49	8.00	S20°53'25"E
L50	6.52	S70°18'07"W
L51	4.64	S22°01'50"E
L52	40.86	S38°09'22"E
L53	17.16	S13°20'13"E
L54	11.47	N79°30'11"E
L55	10.00	S10°29'49"E
L56	10.97	S79°30'11"W
L57	12.72	S13°20'13"E
L58	28.03	S38°47'02"E
L59	16.25	S50°21'23"E
L60	60.08	S01°47'22"E
L61	27.51	S49°28'03"E
L62	17.06	N71°52'20"E
L63	10.00	S18°12'03"E
L64	10.98	S71°52'20"W
L65	9.28	S49°28'03"E
L66	10.23	S65°26'28"E
L67	38.27	S51°36'08"E
L68	13.18	S84°50'43"E
L69	6.91	S05°04'53"W
L70	17.93	S41°34'12"E
L71	45.80	S54°56'53"E
L72	6.98	N83°21'36"E
L73	8.00	S06°42'48"E
L74	6.94	S83°21'36"W
L75	7.92	N89°49'25"E
L76	11.38	S00°10'35"E
L77	61.16	S51°17'20"E
L78	15.34	S37°50'36"E
L79	38.38	N89°09'37"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	16.85	20.95	46°04'41"
C2	94.27	114.97	46°58'44"
C3	18.97	20.98	51°48'07"
C4	23.20	31.08	42°46'24"
C5	21.85	24.88	50°19'14"
C6	30.23	85.06	20°21'40"
C7	18.34	42.56	24°41'20"
C8	36.71	60.98	34°29'45"
C9	48.26	146.95	18°49'00"
C10	28.93	70.47	23°31'06"
C11	30.10	46.65	36°57'53"
C12	25.95	41.42	35°54'08"
C13	16.14	37.49	24°39'44"
C14	32.06	54.71	33°34'49"
C15	72.39	85.00	48°47'37"
C16	33.91	31.32	62°02'34"
C17	28.30	129.95	12°28'43"
C18	7.66	14.13	31°02'56"
C19	36.28	133.43	15°34'39"



OWNER: CITY OF OCEANSIDE	CITY OF OCEANSIDE ENGINEERING DIVISION EASEMENT DEDICATION PLAT		
SITE ADDRESS: 1999 S El Camino Real			
ENGINEER: BRUCE TAIT			
APN# 165-040-13, 165-040-22	FILE # EASD-14-2008	DATE: 05/2009	SHEET 3 OF 3