

# STAFF REPORT



ITEM NO. 14  
CITY OF OCEANSIDE

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DATE: April 2, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **CONVEYANCE OF INTERESTS IN REAL PROPERTY FOR THE SAN LUIS REY TRANSIT CENTER/NORTH RIVER VILLAGE PROJECT**

## **SYNOPSIS**

Staff recommends that the City Council approve a Real Property Conveyance Agreement with North County Transit District (NCTD) for the conveyance of interests in City-owned real property to NCTD and the acceptance of interests in real property from NCTD for the construction of public and private improvements related to the San Luis Rey Transit Center/North River Village project; authorize the Mayor to execute the document and related deeds conveying the interests in the City-owned real property sought by NCTD; and authorize the City Clerk to accept an offer of dedication from NCTD on behalf of the City.

## **BACKGROUND**

On September 20, 2006, the City Council adopted Resolution No. 06-R0596-1 granting the appeal of Planning Commission Resolution No. 2006-P31 and approving Tentative Map (T-3-04), Development Plans (D-12-04, D-13-04 and D-14-04), Conditional Use Permits (C-17-04 through C-20-04) and Variance (V-6-04) for the construction of the San Luis Rey Transit Center and North River Village, a mixed-use commercial/residential project, at the southeast corner of Vandegrift Boulevard and North River Road (the "Project"), and conditioning the construction of certain off-site improvements affecting adjoining City-owned real property (the "Property").

NCTD has requested that the City convey the necessary interests in the Property for the construction and maintenance of the off-site improvements consisting of, among other works, a shared entryway, curb/gutter/sidewalk and paving, retaining and screening walls, storm drain facilities, water and sewer lines, landscaping, and environmental mitigation, associated with the Project.

The Project is conditioned to widen the south side of North River Road fronting the Project. NCTD has made an irrevocable offer to dedicate that portion of the frontage adjacent to the Property to complete these off-site street improvements.

## **ANALYSIS**

The terms of a real property conveyance agreement have been negotiated with and accepted and approved by the NCTD Board of Directors. The agreement consists of 7 distinct elements granting various rights and interests in real property described below:

1. Grant Deed from City to NCTD conveying fee interest in approximately 0.076 acres in the Property for the shared entryway (Attachment No. 1 to the Agreement).
2. Grant of an Easement to NCTD for the establishment and maintenance of off-site habitat mitigation associated with the Project affecting approximately 0.50 acres of the Property (Attachment No. 2 to the Agreement).
3. Encroachment Removal Agreement allowing NCTD to place and maintain asphalt and concrete paving, curb/gutter/sidewalk, retaining and screening walls, storm drains, and landscaping within public utility easements and a sound wall running easterly from the entryway along North River Road (Attachment No. 3 to the Agreement).
4. Grant of Easement for Private Storm Drain purposes to NCTD affecting approximately 232 SF of the Property (Attachment No. 4 to the Agreement).
5. Temporary Construction Easement to NCTD for grading and construction of off-site improvement consisting of trail, retaining wall, waterline relocation, sewer access and drainage facilities (Attachment No. 5 to the Agreement).
6. Quitclaim Deed to NCTD conveying approximately 0.263 acres in the Property that was a portion of old North River Road vacated by City Council Resolution No. R90-310, recorded as Document No. 2007-0572389 on August 28, 2007 (Attachment No. 6 to the Agreement).
7. Irrevocable Offer to Dedicate from NCTD to City conveying approximately 1,451 square feet for the widening of North River Road (Attachment No. 7 to the Agreement).

Execution and processing of the documents comprised of the attachments to the Agreement shall be as follows: execution by Mayor - Grant Deed (Attachment No. 1), Easement for Habitat (Attachment No. 2), Easement for Storm Drain (Attachment No. 4), Temporary Construction Easement (Attachment No. 5), Quitclaim Deed (Attachment No. 6); execution by City Engineer – Encroachment Removal Agreement (Attachment No. 3); acceptance by City Clerk – Irrevocable Offer to Dedicate (Attachment No. 7).

## **FISCAL IMPACT**

By approving the proposed Real Property Conveyance Agreement the City Council will be making the finding and determination that the Transit Center portion of the Project serves a public purpose and benefits the citizens of Oceanside and the general public; therefore, provided that the construction of the Transit Center site occurs prior to or concurrently with the mixed-use portion of the Project, there shall be no monetary consideration paid by NCTD to the City for the conveyance of the rights granted under the Agreement. As defined in the Agreement, "Construction" of the Transit Center site shall include preliminary grading and construction of any public improvements in the public right-of-way adjacent to the Transit Center site. However, the Agreement does require payment of monetary compensation to the City should construction of the mixed-use portion of the Project be completed before the commencement of the Transit Center. In such an event, NCTD shall have the property that is the subject of Attachment No. 1 to the Agreement appraised by a City approved appraiser at the then current market value and make payment based on the appraised value.

## **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 Real Property Conveyance Agreement with NCTD for the conveyance of interests in City-owned real property to NCTD and the acceptance of interests in real property from NCTD for the construction of public and private improvements related to the San Luis Rey Transit Center/North River Village project; authorize the Mayor to execute the document and related deeds conveying the interests in the City-owned real property sought by NCTD; and authorize the City Clerk to accept an offer of dedication from NCTD on behalf of the City.

PREPARED BY:

  
William F. Marquis  
Senior Property Agent

SUBMITTED BY:

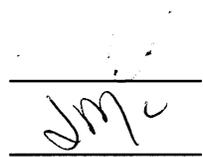
  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Jane McVey, Economic and Community Development Director

Douglas E. Eddow, Real Property Manager


## REAL PROPERTY CONVEYANCE AGREEMENT

THIS REAL PROPERTY CONVEYANCE AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2008 (the "Effective Date"), by and between the CITY OF OCEANSIDE, a municipal corporation (hereinafter referred to as "City"), and the NORTH COUNTY TRANSIT DISTRICT, a public agency (hereinafter referred to as "NCTD"). The Effective Date shall be the date this Agreement is approved by the Oceanside City Council and signed by City.

WHEREAS, City is the legal and equitable owner of, or trustee of the public interest held in, those certain parcels of real property situated in the City of Oceanside, County of San Diego, State of California, as more particularly described in legal descriptions thereof marked Exhibit "A" and illustrated on plats thereof marked Exhibit "B," respectively to Attachments No. 1 through No. 7, all of which are attached hereto and incorporated herein by this reference (collectively, the "Property");

WHEREAS, NCTD, Taylor Woodrow Homes, Inc. and Loranda Corporation, both California corporations, propose a public transit center and mixed-use development, commonly referred to as San Luis Rey Transit Center (the "Transit Center") and North River Village (the "Mixed-Use Development"), on real property adjacent to the Property and located at the southeast corner of North River Road and Vandegrift Boulevard (collectively, the "Project");

WHEREAS, in accordance with Oceanside City Council Resolution No. 06-R0596-1, appealing Planning Commission Resolution No. 2006-P31 and approving development entitlements for the Project that include Tentative Map (T-3-04), Development Plans (D-12-04, D-13-04 and D-14-04), Conditional Use Permits (C-17-04 through C-20-04, inclusive) and Variance (V-6-04), the Project is conditioned to construct certain offsite improvements that affect the Property;

WHEREAS, NCTD desires to acquire interests in real property necessary for the construction and maintenance of those offsite improvements (herein collectively referred to as the "Improvements") affecting the Property and has requested that City convey to NCTD: 1) approximately 0.076 acres in fee interest in property adjacent to the Project for shared entry purposes for the Transit Center and Mixed-Use Development (the "Entry Parcel"); 2) an encroachment permit for asphalt and concrete paving, concrete curb and gutter, retaining and screening walls, private storm drains, landscaping within public utility easements and a sound wall running a distance of approximately 350 linear feet easterly of said entry along the southerly side of North River Road Right-of-Way (the "Encroachment Parcel"); 3) temporary construction access/permission to grade for the construction of trail, the crib retaining wall, waterline relocation, sewer access and drainage facilities affecting approximately 0.66 acres of the Property (the "TCE Parcel"); 4) a storm drain easement for the construction of private storm drain facilities covering approximately 232 square feet, in favor of NCTD; 5) a permanent easement for environmental mitigation purposes covering approximately 0.50 acres of the Property (the "Mitigation Parcel"); and 6) a portion of Old North River Road vacated by City Council Resolution No. R90-310, recorded as Document No. 2007-0572389 on August 28, 2007, (the "Vacated Parcel") a portion of which NCTD will dedicate to the City (the "Dedicated Parcel").

WHEREAS, City has determined that conveying the interests for the uses sought in the Property by NCTD are a public benefit and in the furtherance of the public purposes of City and NCTD; and

WHEREAS, City agrees to convey and NCTD agrees to accept the conveyance of the necessary interests sought in the Property for the Project under the terms, conditions and covenants set forth in this Agreement.

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

1. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions under which the City agrees to convey the interests sought in the Property by NCTD and under which NCTD accepts said conveyance. It has been determined and recognized that the proposed uses of the Property are a public benefit and in the furtherance of the public purposes of the City and NCTD.

2. **The Property.** The Property is legally described in legal descriptions thereof marked Exhibit "A" and illustrated on plats thereof marked Exhibit "B," respectively to Attachments No. 1 through No. 6, all of which are attached hereto and incorporated herein by this reference (collectively, the "Property").

3. **Parties to the Agreement.**

3.1 **City.** The City is the City of Oceanside, a municipal corporation, in and of the State of California, and is authorized to enter into this Agreement and perform the actions and duties of City as set forth in this Agreement. The principal office of City is 300 North Coast Highway, Oceanside, California 92054. The term "City" as used in this Agreement includes all of its boards, officers, agents, and employees, and any assigns of or successors to its rights, powers, and responsibilities. All the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of City, its successors and assigns.

3.2 **NCTD.** NCTD is the North County Transit District, a public agency, existing under the Constitution and statutes of the State of California, and is authorized to enter into this Agreement and perform the actions and duties of City as set forth in this Agreement. The principal office of NCTD is 810 Mission Avenue, Oceanside, California 92054. The term "NCTD" as used in this Agreement includes all of its boards, officers, agents, and employees, and any assigns of or successors to its rights, powers, and responsibilities. All the terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of NCTD, its successors and assigns.

4. **Definitions.** For the purposes of this Agreement, the following definitions shall apply:

"Dedicated Parcel" shall mean that certain real property consisting of approximately 1,451 square feet, conditioned upon the Project for the widening of North River Road to be dedicated to the City for public street purposes, as more fully described in Exhibit "A" to Attachment No. 7, attached hereto and incorporated herein by reference.

“Encroachment Parcel” shall mean those certain portions of the public utility easement and the southerly right-of-way of North River Road running approximately 350 linear feet easterly of the Entry Parcel for the construction and maintenance of a sound wall, landscaping, fencing, landscape/irrigation, curb and gutter, sidewalk, street paving, storm drain and storm water treatment facility, and retaining structures within and near the public utility easement in proximity to the new signalized intersection that shall be the subject of an encroachment removal agreement between the City and NCTD, as more fully described in Exhibit “A” to Attachment No. 3, attached hereto and incorporated herein by reference.

“Entry Parcel” shall mean that certain real property consisting of approximately 0.076 acres, situated at the northeast corner of the Project, to be conveyed in fee by City to NCTD for assemblage with the property comprising the Project to provide access to the Project from North River Road, as more fully described in Exhibit “A” to Attachment No. 1, attached hereto and incorporated herein by reference.

“Mitigation Parcel” shall mean that certain real property consisting of approximately 0.50 acres, situated southeasterly of the Project adjacent to the San Luis Rey River, to be conveyed in easement interest by City to NCTD for the establishment and maintenance of habitat mitigation associated with the Project, as more fully described in Exhibit “A” to Attachment No. 2, attached hereto and incorporated herein by reference.

“Mixed-Use Development” shall mean that portion of the Project consisting of the private mixed-use development proposed by Taylor Woodrow Homes, Inc. and Loranda Corporation.

“Storm Drain Parcel” shall mean that certain real property consisting of approximately 232 square feet, upon which the City shall grant a permanent easement to NCTD for the construction and maintenance of private storm drain facilities, as more fully described in Exhibit “A” to Attachment No. 4, attached hereto and incorporated herein by reference.

“TCE Parcel” shall mean that certain real property consisting of approximately 0.66 acres, upon which the City shall grant a temporary construction easement to NCTD for the construction of Project offsite improvements consisting of public trail and appurtenances, retaining wall, waterline relocation, sewer access and drainage facilities, in the area shown in Exhibit “A” to Attachment No. 5, attached hereto and incorporated herein by reference.

“Transit Center” shall mean that approximate 2.2 acre portion of the Project consisting of the San Luis Rey Transit Center proposed for the Project by NCTD.

“Vacated Parcel” shall mean that portion of old North River Road, a public street right-of-way, vacated by City Council Resolution No. R90-310, recorded as Document No. 2007-0572389 on August 28, 2007, as more fully described in Exhibit “A” to Attachment No. 6, attached hereto and incorporated herein by reference.

**5. 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.

## **6. Conveyances of the Property.**

**6.1 Entry Parcel.** Subject to the provisions of Section 7 of this Agreement, City shall convey fee title to the Entry Parcel to NCTD by grant deed the form and substance of which is set forth in "Attachment No. 1" (the "Grant Deed"), in its As-Is, Where-Is and With-All-Faults condition, subject to the following: City will provide NCTD with access to all documents in its possession regarding the Entry Parcel but makes no representations or warranties as to the accuracy or reliability thereof. City makes no representations or warranties, expressed or otherwise, regarding the condition of title to the Entry Parcel or the condition of the Entry Parcel. NCTD is obligated to investigate, inspect and analyze the condition of the Entry Parcel and the condition of title to the Entry Parcel to its own satisfaction and expressly agrees that in entering into this Agreement, it is relying on its own investigation as to the condition of the Entry Parcel (including but not limited to subsurface conditions) and condition of title to the Entry Parcel, except as expressly provided herein.

**6.2 Mitigation Parcel.** Unless otherwise specified in this Agreement, City shall convey an easement interest in the Mitigation Parcel to NCTD by easement deed the form and substance of which is attached hereto as "Attachment No. 2" (the "Easement Deed") for the purposes of enhancing, establishing and maintaining habitat mitigation associated with the Project.

**6.3 Encroachment Parcel.** Unless otherwise specified in this Agreement, City and NCTD shall, after the recordation of the Final Map for the Project, enter into an encroachment removal agreement the form and substance of which is set forth in "Attachment No. 3" (the "Encroachment Removal Agreement"), under the provisions of which NCTD shall be permitted to construct and maintain a sound wall, landscaping, fencing, landscape/irrigation, curb and gutter, sidewalk, street paving, storm drain and storm water treatment facility, and retaining structures within the southerly portion of the right-of-way for North River Road and within public utility easements.

Within thirty (30) days of the recordation of the Project's Final Map, or as soon as possible thereafter, NCTD shall deliver to City the Encroachment Removal Agreement executed and acknowledged by the duly authorized representative(s) of NCTD, in recordable form for execution and acknowledgement by City.

**6.4 Storm Drain Parcel.** Unless otherwise specified in this agreement, City shall convey an easement interest in the Storm Drain Parcel to NCTD by easement deed the form and substance of which is attached hereto as "Attachment No. 4" (the "Storm Drain Easement Deed") for the construction and maintenance of a private storm drain facility.

**6.5 TCE Parcel.** Unless otherwise specified in this Agreement, City shall convey a temporary construction easement interest in the TCE Parcel to NCTD by easement deed the form and substance of which is set forth in "Attachment No. 5" (the "TCE Deed") for the purposes of constructing certain offsite improvements related to the Project, which improvements include public trail and appurtenances, retaining wall, waterline relocation, sewer access and drainage facilities.

**6.6 Vacated Parcel.** Unless otherwise specified in this Agreement, City shall convey to NCTD property known as the "Vacated Parcel" by quitclaim deed the form and substance of which is set forth in "Attachment No. 6."

**6.7 Dedicated Parcel.** Unless otherwise specified in this Agreement, NCTD shall simultaneously dedicate to the City for right-of-way purposes, that property described in the Irrevocable Offer to Dedicate, in the form and substance set forth in "Attachment No. 7."

**7. Consideration.** The parties hereto recognize that the Transit Center portion of the Project serves a public purpose and benefits the citizens of Oceanside and the general public: therefore, provided that the construction of the Transit Center site occurs prior to or concurrently with the Mixed-Use Development there shall be no monetary consideration paid by NCTD to City for the conveyance of any and all rights to be granted under this Agreement. Construction of the Transit Center site, as used in this Paragraph, shall include preliminary grading and construction of any public improvements in the public right-of-way adjacent to the Transit Center site. Subject to the following provision, for the purpose of this Agreement the public benefit derived from the Transit Center is hereby deemed to be valuable consideration received by City from NCTD for the conveyance of the interests sought in the Property. However, in the event construction of the Mixed-Use Development is completed prior to the commencement of construction of the Transit Center, NCTD does hereby agree to have the Entry Parcel appraised, at its then current market value, by an MAI Appraiser approved by City and payment of the amount of the appraised value of the Entry Parcel shall be remitted by NCTD, or its designee, to City within forty-five (45) days of NCTD's receipt of the written appraisal report, a copy of which shall be provided to City by NCTD within five (5) business days after it has been received from the Appraiser. The terms of this provision shall survive the recordation of the Grant Deed.

**8. Delivery and Recordation of Conveyance Instruments.** Concurrently with the delivery of this Agreement, executed by NCTD, to the City for its approval, NCTD shall deliver the duly executed and acknowledged Irrevocable Offer to Dedicate "Attachment No. 7" to City for its acceptance; provided however City shall not accept said Irrevocable Offer to Dedicate and no property shall be dedicated to the City by NCTD, until such time City approves and executes this Agreement. Within five (5) business days of the approval and execution of this Agreement by the Oceanside City Council, City shall deliver to NCTD the duly executed and acknowledged Grant Deed "Attachment No. 1," the Easement Deed "Attachment No. 2," the Storm Drain Easement Deed "Attachment No. 4," the TCE Deed "Attachment No. 5," and the Quitclaim Deed "Attachment No. 6," all in recordable form, for acceptance and filing in the Official Records of San Diego County by NCTD. Concurrently with the delivery of said documents to NCTD, City shall deliver the accepted Irrevocable Offer to Dedicate Deed to NCTD for filing with the County Recorder. For the purpose of this Agreement, the Grant Deed, the Easement Deed, the Storm Drain Easement Deed, the TCE Deed, the Quitclaim Deed and the Irrevocable Offer to Dedicate shall be referred to as the "Conveyance Instruments." Upon the filing of the Conveyance Instruments with the County Recorder, or as soon as practical thereafter, NCTD shall provide City with conformed copies thereof for its records. Upon the full execution and acknowledgement of the Encroachment Removal Agreement "Attachment No. 3" City shall file said instrument in the Official Records and as soon as practical thereafter provide NCTD with a conformed copy thereof for its records. The order of recording the Conveyance Instruments shall be as follows: 1) the Quitclaim Deed and the Grant Deed; 2) the Easement Deed; 3) the Storm Drain Easement Deed; and 4) the TCE Deed.

**9. Closing Costs and Title Insurance.** NCTD shall be responsible, at its sole cost and expense, for the payment of all real property transfer taxes and documentary transfer taxes (if any) payable upon recordation of Conveyance Instruments and the Encroachment Removal Agreement for the Property, and any sales, use or ad valorem taxes connected with the conveyance of the interests sought in the Property by NCTD from City. NCTD shall be

responsible, at its sole cost and expense, for the payment of the premium for title insurance on the Property, whether in whole or any part thereof, should title insurance be requested by NCTD.

**10. Property Taxes and Prorations.** Although it is recognized that City is a tax-exempt governmental agency, City shall be solely responsible for bringing the Property's real property taxes current as of the recordation of the applicable Conveyance Instruments, and NCTD shall have no liability for payment of said taxes.

**11. Possession.** Right to possession of the Entry Parcel shall transfer at upon the recordation of the Conveyance Instruments free of all tenancies.

**12. Hazardous Substances.** To the best of City'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. City has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property constitute or have constituted a violation of any Environmental Law, or informing City that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.

**13. Violation of Law.** To the best of City'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.

**14. 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 City's ability to fulfill the obligations of this Agreement.

**15. No Defaults.** City is not in default of City'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. City 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 City's obligations or liabilities pertaining to the Property.

**16. 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).

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

**18. 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.

**19. Assignment.** The parties 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 other party. Neither party shall unreasonably withhold approval to any assignment.

**20. Preservation and Inspection of Documents.** Documents received by City or NCTD 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.

**21. 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 City and NCTD 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 City or NCTD shall be for the sole and exclusive benefit of City and NCTD.

**22. 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.

**23. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered to the respective party or three (3) days after deposited in the United States mail in certified form with postage fully prepaid:

If to City:

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

Copy to:

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

Phone: (760) 435-3989  
Fax: (760) 435-3970

If to NCTD:

North County Transit District  
ATTN: Executive Director  
810 Mission Avenue  
Oceanside, CA 92054

Phone: (760) 967-2828  
Fax: (760) 722-8087

Copy to:

General Counsel  
ATTN: Paula de Sousa  
Best Best & Krieger  
655 West Broadway, 15<sup>th</sup> Floor  
San Diego, CA 92101

Phone: (619) 521300  
Fax: (619) 233-6118

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

24. **Binding Effect.** Without waiver of Section 19 herein, this Agreement shall inure to the benefit of and shall be binding upon City, NCTD, and their respective successors and assigns.

25. **Severability.** If any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Agreement on the part of City or NCTD 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.

26. **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.

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

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

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

30. **Counterpart.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

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

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

33. **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.

34. **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 parties shall share the cost of mediation equally.

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

**36. Survival.** City's representations and warranties, NCTD's representations and warranties, all covenants and obligations to be performed at a time or times after conveyance of the interest sought in the Property by NCTD, and indemnities shall survive the delivery and recordation of the Conveyance Instruments and the Encroachment Removal Agreement.

**37. Merger.** All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall survive the conveyance of the interests sought in the Property and shall not be merged in other documents.

IN WITNESS WHEREOF, this Agreement constitutes contract for the conveyance of the interests sought in the Property on the terms and conditions contained in this Agreement and the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized officers as of, but not necessarily on, the Effective Date.

City:  
City of Oceanside, a municipal corporation

NCTD:  
North County Transit District, a public agency

By: \_\_\_\_\_  
Jim Wood, Mayor

By: Karen H. King  
Karen H. King, Executive Director

Date: 2-26-08

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

By: Antonia Hamilton, ASST.  
City Attorney

**NCTD'S SIGNATURE(S) MUST BE NOTARIZED  
NOTARY USE CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

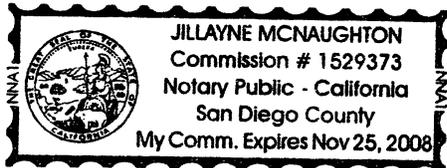
County of San Diego }

On February 26, 2008 before me, Jillayne McNaughton, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Karen H. King  
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.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature Jillayne McNaughton  
Signature of Notary Public

## 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

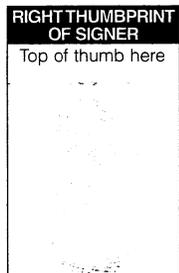
Title or Type of Document: Real Property Conveyance Agreement <sup>2/26/08</sup>

Document Date: February 26, 2008 Number of Pages: Nine <sup>52</sup>

Signer(s) Other Than Named Above: \_\_\_\_\_

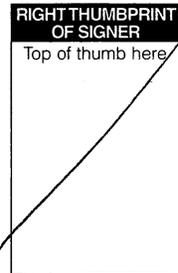
### Capacity(ies) Claimed by Signer(s)

Signer's Name: Karen H. King  
 Individual  
 Corporate Officer — Title(s): Exec. Dir.  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: North County Transit District

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ATTACHMENT NO. 1**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.:

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 DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

CITY OF OCEANSIDE, a municipal corporation

hereby GRANT(S) to

NORTH COUNTY TRANSIT DISTRICT, a public agency

that certain real property situated in the City of Oceanside, County of San Diego, State of California, more particularly described as follows:

See legal description thereof marked Exhibit "A" and plat thereof marked Exhibit "B," attached hereto and incorporated herein by this reference.

This grant is made and accepted subject to all easements of record, including the rights and privileges reserved and excepted in that certain Resolution No. R90-310, vacating a portion of Old River Road as filed in the Office of the County Recorder of San Diego County as Document No. 2007-0572389 on August 28, 2007.

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

CITY OF OCEANSIDE, a municipal corporation

By \_\_\_\_\_  
Jim Wood, Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

- ~ INDIVIDUAL(S)
- ~ CORPORATE \_\_\_\_\_  
 OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S)
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ SUBSCRIBING WITNESS
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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

**Exhibit "A"**

THOSE PORTIONS OF LOT 2 IN SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 41.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'26"; THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 40°36'00" EAST 25.32 FEET; THENCE NORTH 47°27'00" EAST 75.00 FEET; THENCE NORTH 51°49'00" EAST 14.00 FEET; THENCE NORTH 21°00'00" EAST 38.37 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE THAT IS CONCENTRIC WITH AND DISTANT 18.00 FEET SOUTHERLY OF THE HEREINABOVE DESCRIBED SOUTHERLY LINE OF NORTH RIVER ROAD, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1060.00 FEET; THENCE NORTH 08°03'00" WEST 18.00 FEET TO SAID SOUTHERLY LINE OF NORTH RIVER ROAD, SAID SOUTHERLY LINE BEING A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 08°03'00" EAST; THENCE WESTERLY 27.19 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 01°29'42" TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,326 SQUARE FEET OR 0.076 ACRES, MORE OR LESS

PREPARED BY: *Dennis A. Brown*  
DENNIS A. BROWN  
LS 4789

DATE: 2.4.08



**BUCCOLA  
ENGINEERING, inc.**

3142 Vista Way, Suite 301      760/721-2000  
Oceanside, CA 92056      FAX 760/721-2046



**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, from the City of Oceanside to the North County Transit District, a public agency, is hereby accepted by the undersigned officer on behalf of North County Transit District pursuant to the authority granted to it under Section 125240 of the Public Utilities Code, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen H. King, Executive Director

**ATTACHMENT NO. 2**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

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

A.P.N.

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 HABITAT MITIGATION PURPOSES**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

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

does hereby **GRANT** to the **NORTH COUNTY TRANSIT DISTRICT**, a public agency ("Grantee"), its successors or assigns, an easement in perpetuity, and the right to use for **HABITAT MITIGATION** 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.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes, useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) the right to plant, replant, replace, native vegetation and species, fence, remove intrusive and exotic plants, construct, reconstruct, repair, replace, operate and maintain irrigation lines and equipment and the right to enter upon, pass and repass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material thereon, by Grantee, its officers, employees, agents, successors, or assigns, or by any contractor, its agents and employees engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes herein set forth.

Grantor owns and or controls the property surrounding the easement described herein and shall not allow any activity and shall not plant any tree or allow any planting to occur within, or erect or allow to be erected any fence, wall or other type of structure over, across or upon said easement and right-of-way that may in any way adversely impact the habitat mitigation value of the easement area without first obtaining written permission from Grantee, which permission shall not be unreasonably withheld.

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

CITY OF OCEANSIDE, a municipal corporation

By \_\_\_\_\_  
Jim Wood, Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

- ~ INDIVIDUAL(S)
- ~ CORPORATE \_\_\_\_\_  
 OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S)
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ SUBSCRIBING WITNESS
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER: \_\_\_\_\_

### SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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

**Exhibit "A"**

PARCEL A

THOSE PORTIONS OF LOT 2 IN SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 41.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'26" TO THE TRUE POINT OF BEGINNING; THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 40°36'00" EAST 25.32 FEET; THENCE NORTH 47°27'00" EAST 75.00 FEET; THENCE NORTH 51°49'00" EAST 14.00 FEET; THENCE NORTH 21°00'00" EAST 38.37 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE THAT IS CONCENTRIC WITH AND DISTANT 18.00 FEET SOUTHERLY OF THE HEREINABOVE DESCRIBED SOUTHERLY LINE OF NORTH RIVER ROAD, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1060.00 FEET; THENCE NORTH 08°03'00" WEST 18.00 FEET TO SAID SOUTHERLY LINE OF NORTH RIVER ROAD, SAID SOUTHERLY LINE BEING A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 08°03'00" EAST; THENCE EASTERLY 139.86 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 07°41'26"; THENCE, LEAVING SAID SOUTHERLY LINE, SOUTH 15°44'26" EAST 25.09 FEET; THENCE SOUTH 64°15'00" WEST 101.65 FEET; THENCE SOUTH 55°30'00" WEST 35.00 FEET; THENCE SOUTH 27°30'00" EAST 19.00 FEET; THENCE SOUTH 57°20'00" WEST 87.00 FEET; THENCE SOUTH 76°50'00" WEST 26.00 FEET; THENCE SOUTH 46°40'00" WEST 35.00 FEET; THENCE SOUTH 65°55'00" WEST 21.00 FEET TO SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674 AND THE AFOREMENTIONED CURVE BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 58°35'00" EAST; THENCE NORTHEASTERLY 34.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°54'58" TO THE TRUE POINT OF BEGINNING

CONTAINING AN AREA OF 0.250 ACRE, MORE OR LESS.

PARCEL B

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 113.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°23'24" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY 107.76 FEET ALONG SAID CURVE AND SAID SOUTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 06°03'11"; THENCE, LEAVING SAID SOUTHEASTERLY LINE, SOUTH 50°24'49" EAST 16.77 FEET TO THE BEGINNING OF A

NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 480.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 44°40'00" EAST; THENCE NORTHEASTERLY 110.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°08'00"; THENCE NORTH 56°28'00" WEST 21.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.050 ACRE, MORE OR LESS.

PARCEL C

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 235.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°13'24" TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY 43.04 FEET ALONG SAID CURVE AND SOUTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 02°25'03"; THENCE SOUTH 42°47'03" WEST 84.00 FEET; THENCE, LEAVING SAID SOUTHEASTERLY LINE, SOUTH 62°20'00" EAST 14.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 38.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 03°54'00" WEST; THENCE SOUTHEASTERLY, EASTERLY AND NORTHERLY 56.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85°25'00"; THENCE NORTH 39°30'00" EAST 47.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 28.00 FEET; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY 34.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°17'00" TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.060 ACRE, MORE OR LESS.

PARCEL D

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 278.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'27"; THENCE SOUTH 42°47'03" WEST 87.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 42°47'03" WEST 124.41 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 10.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 34°39'36" WEST; THENCE, LEAVING SAID SOUTHEASTERLY LINE, EASTERLY AND NORTHEASTERLY 13.74 FEET ALONG SAID CURVE THROUGH A CENTRAL

ANGLE OF 78°44'36"; THENCE NORTH 45°55'00" EAST 37.00 FEET; THENCE NORTH 72°15'00" EAST 10.00 FEET; THENCE NORTH 49°20'00" EAST 27.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 09°40'00" WEST; THENCE EASTERLY AND NORTHERLY 27.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°10'00"; THENCE NORTH 04°30'00" WEST 28.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.040 ACRE, MORE OR LESS.

PARCEL E

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 278.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°38'27"; THENCE SOUTH 42°47'03" WEST 289.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 42°47'03" WEST 30.38 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1980.00 FEET; THENCE SOUTHWESTERLY 225.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°31'33"; THENCE SOUTH 36°15'30" WEST 13.85 FEET TO THE SOUTHERLY LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE, LEAVING SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 89°59'00" EAST 19.67 FEET ALONG SAID SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 34°42'00" EAST 47.55 FEET; THENCE NORTH 50°12'00" EAST 41.00 FEET; THENCE NORTH 41°24'00" EAST 42.00 FEET; THENCE NORTH 33°19'00" EAST 77.00 FEET; THENCE NORTH 27°26'00" EAST 52.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.100 ACRE, MORE OR LESS.



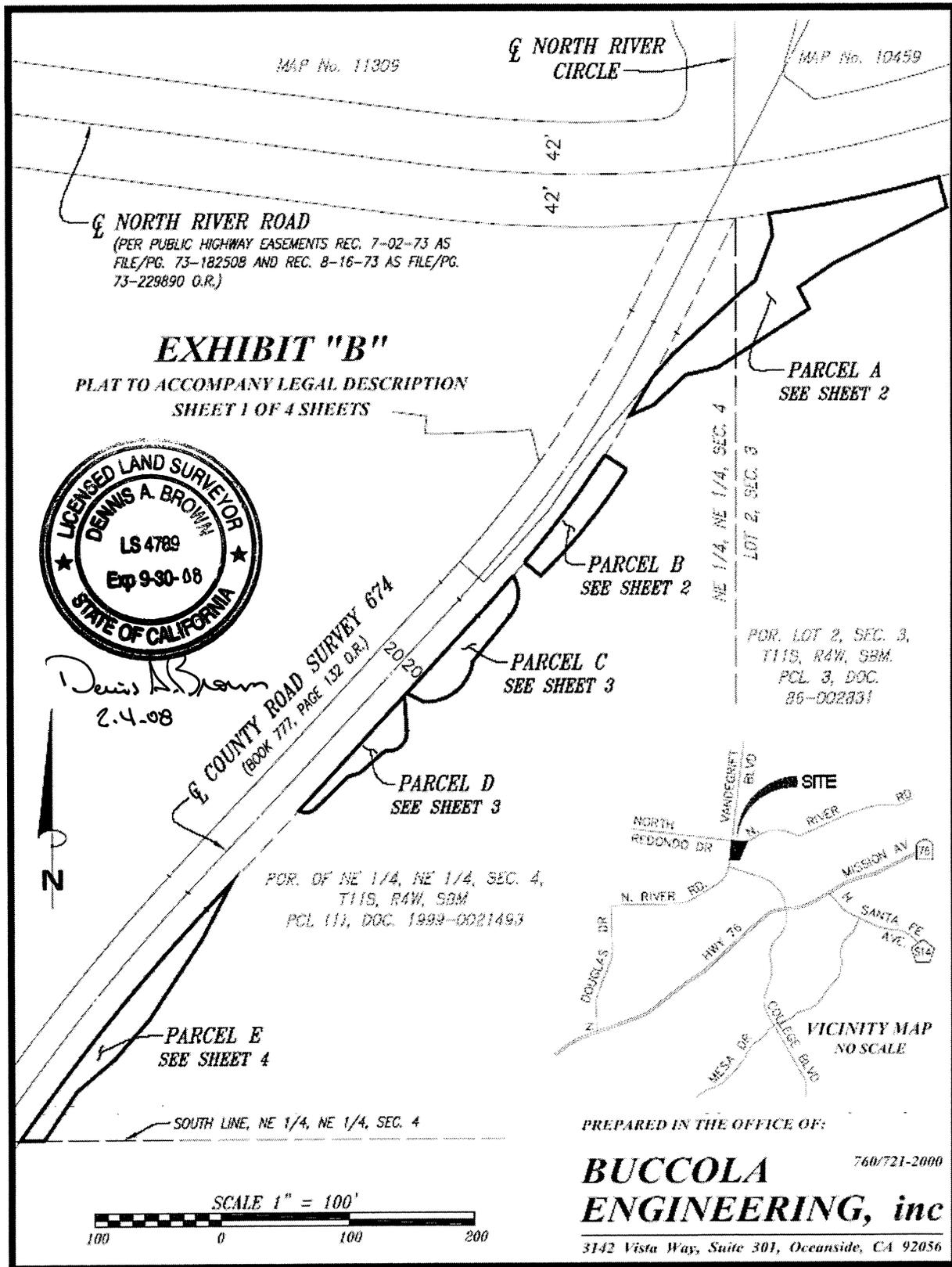
PREPARED BY: Dennis A. Brown  
DENNIS A. BROWN  
LS 4789

DATE: 2.4.08

**BUCCOLA  
ENGINEERING, inc.**

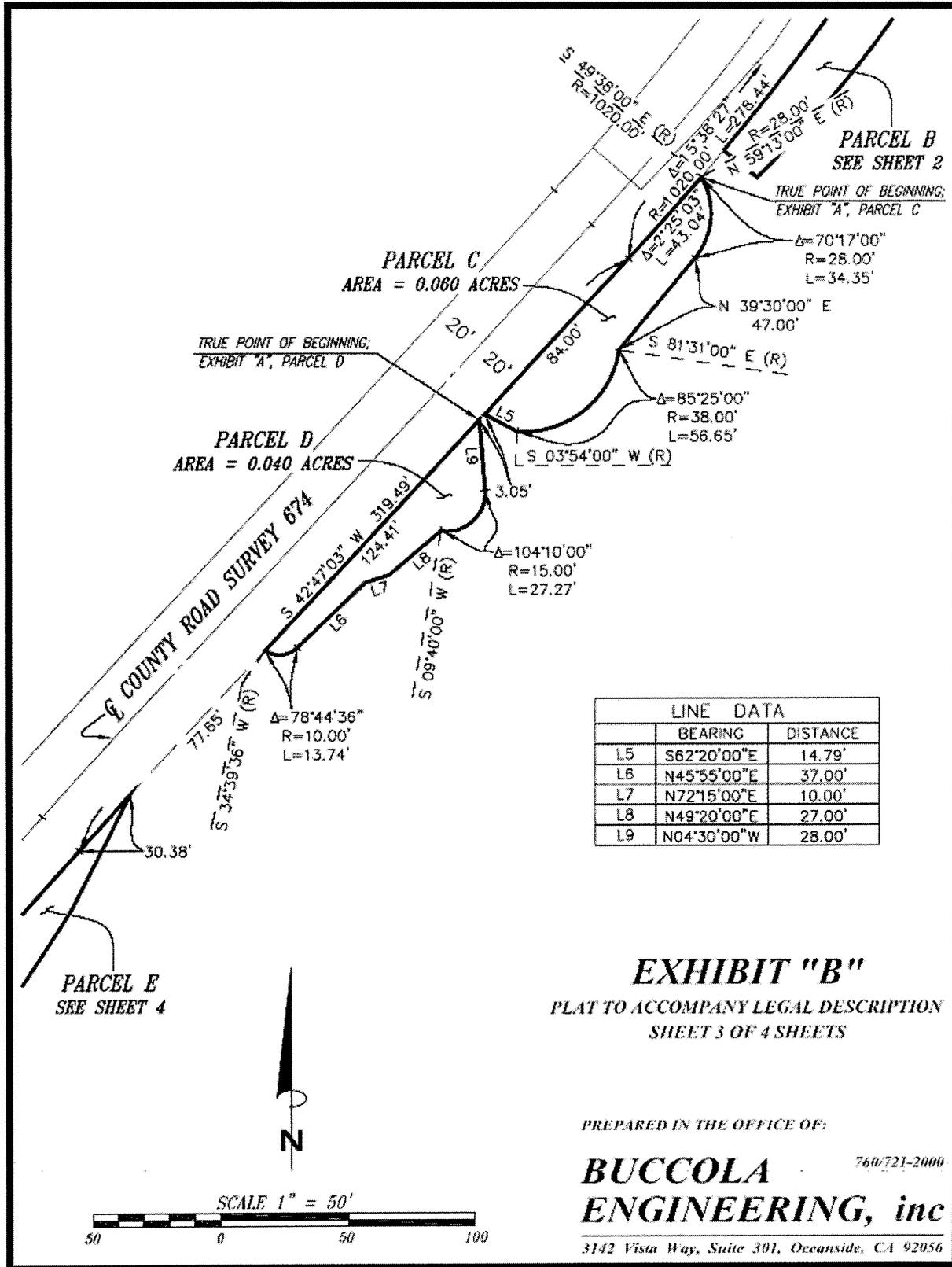
3142 Vista Way, Suite 301 760/721-2000  
Oceanside, CA 92056 FAX 760/721-2046

Exhibit "B"



F:\1-30\_Larereco\02\_North\_River\_Village\Drawings\Exhibits\Working\1302P-01\MitigationEasementDeed.dwg 1/9/2008 3:37:25 PM PST





1/9/2008 3:52:25 PM PST  
 C:\136 Corred\07 North River Village\New\Exhibits\Working\1307\Plat\Map\exhibit\ExhibitB.dwg



**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, from the City of Oceanside to the North County Transit District, a public agency, is hereby accepted by the undersigned officer on behalf of North County Transit District pursuant to the authority granted to it under Section 125240 of the Public Utilities Code, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen H. King, Executive Director

ATTACHMENT NO. 3

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE FOR RECORDERS USE ONLY

A.P.N.

CITY DOCUMENT NO.

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

**ENCROACHMENT REMOVAL AGREEMENT  
PROPOSED ENCROACHMENT ON RIGHT-OF-WAY AND  
PUBLIC UTILITY EASEMENTS**

(ERA -07- )

THIS ENCROACHMENT REMOVAL AGREEMENT ("Agreement") dated solely for identification this \_\_\_\_ day of \_\_\_\_\_, 2007, is made by and between the **CITY OF OCEANSIDE**, a municipal corporation, (hereinafter called "City"), and, **NORTH COUNTY TRANSIT DISTRICT**, a public agency, (hereinafter called "NCTD").

WHEREAS, NCTD, Taylor Woodrow Homes, Inc., and Loranda Corporation, both California corporations, propose a public transit center and mixed-use development, commonly referred to as San Luis Rey Transit Center (the "Transit Center") and North River Village (the "Mixed-Use Development"), on real property adjacent to the Right-of-Way, described hereinbelow and located at the southeast corner of North River Road and Vandegrift Boulevard (collectively, the "Project");

WHEREAS, in accordance with Oceanside City Council Resolution No. 06-R0596-1, appealing Planning Commission Resolution No. 2006-P31 and approving development entitlements for the Project that include Tentative Map (T-3-04), Development Plans (D-12-04, D-13-04 and D-14-04), Conditional Use Permits (C-17-04 through C-20-04, inclusive) and Variance (V-6-04), the Project is conditioned to construct certain offsite improvements that affect said Right-of-Way and utility easements;

WHEREAS, in order to meet certain conditions of said Resolution No. 06-R0596-1 NCTD has requested that City allow NCTD to build, install and maintain a **sound wall, landscaping, fencing, landscape/irrigation, curb and gutter, sidewalk, street paving, storm drain and storm water treatment facility, and retaining structures, commencing at the northeasterly corner of the Project and running a distance of approximately 350 lineal feet easterly therefrom**, (hereinafter called the "Encroachment") for the use and benefit of the Transit Center and Mixed-Use Development, in, on, over, across, and through the **southerly right-of-way of North River Road (varying width)** together with certain easements for public

utility, pedestrian and non-motorized vehicular access and ingress and egress, purposes (hereinafter called the "Right-of-Way"), which said Encroachment and Right-of-Way are shown on a sketch thereof marked Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, City agrees to allow and grant permission for the construction and maintenance of the Encroachment by NCTD within the Right-of-Way and utility easements under the terms, covenants and conditions set forth herein below.

**NOW, THEREFORE**, in consideration of City granting permission for the Encroachment within the Right-of-Way, NCTD covenants and agrees as follows:

(1) NCTD hereby agrees to construct and install the Encroachment, at its sole cost and expense, in a good workman like manner in conformance with the plans and specifications therefor approved by the City Engineer and on file in the Office of the City Engineer, the general location of which is illustrated on said Exhibit "A." If any portion of the Encroachment actually built or installed during construction vary from the approved plans and specification, such changes or variations must be approved in advance by the City Engineer and shall be shown on the "As-Built" improvement plans.

(2) NCTD for itself, and its successors-in-interest or assigns, hereby agrees and covenants that it shall, at all times, maintain the permitted Encroachment in a decent, safe and sanitary condition in accordance with general prevailing standards of maintenance, and pay all cost and expenses incurred in doing so.

(3) If City or other public facilities or improvements are damaged by the installation or presence of the permitted Encroachment, as determined in the sole and absolute opinion of the City Engineer, NCTD shall be responsible for the cost of repair. City reserves the right, but not the obligation, to make or cause to be made, at NCTD's sole cost and expense, any and all repairs or replacements to any damaged portion or portions of the Encroachment in the event, after ten (10) calendar days after receipt of written notice by City, NCTD fails or refuses to make and diligently prosecutes the same to completion, and in such event NCTD shall reimburse City of all costs incurred by City in making said repairs or replacement within thirty (30) days receipt of an itemized invoice for the work performed.

(4) NCTD shall at all times relieve, indemnify, protect, defend and save the City and any and all of its boards, officers, agents, and employees harmless from any and all claims, liabilities and demands, actions, proceedings, losses, liens, costs, attorney and expert fees and judgments, civil fines, and penalties of any nature whatsoever relating to the Encroachment or this Agreement in regard to or resulting from the construction, maintenance, state of use, repair or presence of the Encroachment permitted hereunder, including but not limited to attorney's fees and expenses incurred in legal actions, death, injury, or damage that may be caused directly or indirectly by:

**a. Condition.** Physical presence of the Encroachment, or any unsafe or defective condition in or on the Right-of-Way of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use of the Right-of-Way by NCTD and its Encroachment and/or

**b. Operation.** Any operation, use, or occupation conducted on the Right-of-Way by NCTD or any third party, directly or indirectly related to or caused by the presence of the Encroachment; and/or

c. **Negligence.** Any act, omission, or negligence on the part of NCTD, its employees, agents, sublessees, invitees, and/or licensees; and/or

d. **Compliance.** Any failure by NCTD to comply or secure compliance with any of the terms or conditions of this Agreement.

(5) NCTD shall remove, at NCTD'S expense, said Encroachment within thirty (30) days following written notice and as directed by the City, or in the event of an emergency, upon the date so indicated by the City. No reason is required for the removal of the Encroachment; said removal being at the sole discretion of the City Engineer. Should NCTD fail to remove the Encroachment or any part thereof within this time period or within any extension in writing granted by the City, the City may cause such work to be done, and the costs thereof shall be a charge to and may become a lien upon NCTD'S property.

(6) The City shall have no responsibility or liability for, and NCTD agrees to hold the City harmless from, any damage to the Encroachment from any cause, including but not limited to damage resulting from the construction, maintenance, state of use, repair, and presence of the City facilities, operation or occupation within the Right-of-Way.

(7) Whenever it is deemed by the City Engineer that a public improvement cannot be economically placed, replaced, or maintained due to the presence of the Encroachment, NCTD agrees to provide an alternative right-of-way and/or relocate the public improvement subject to the approval of the City, all at no cost or expense to the City.

(8) Whatever rights were acquired by City with respect to the Right-of-Way shall remain and continue in full force and effect and in no way be affected by City's grant of permission contained in this Agreement.

(9) Any construction performed prior to the City's final approval is at NCTD's risk and may be subject to removal, fines and penalties.

(10) NCTD shall, at its sole cost and expense, obtain and secure all permits and authorizations from any and all agencies having appropriate jurisdiction over the Encroachment prior to the commencement of construction of the improvements.

(11) This Agreement and all the obligations contained therein shall constitute covenants running with the land and shall be binding on and for the benefit of NCTD, its transferees, successors or assigns, and any other present or future interest holders or estate holders of any portion or all of the Transit Center. This Agreement shall be recorded against the Transit Center by NCTD at its expense.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY  
[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto for themselves, successors or assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**NCTD:**  
North County Transit District, a public agency

**City:**  
City of Oceanside, a municipal corporation

By: \_\_\_\_\_  
Karen H. King, Executive Director

By: \_\_\_\_\_  
Scott O. Smith, City Engineer

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

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

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

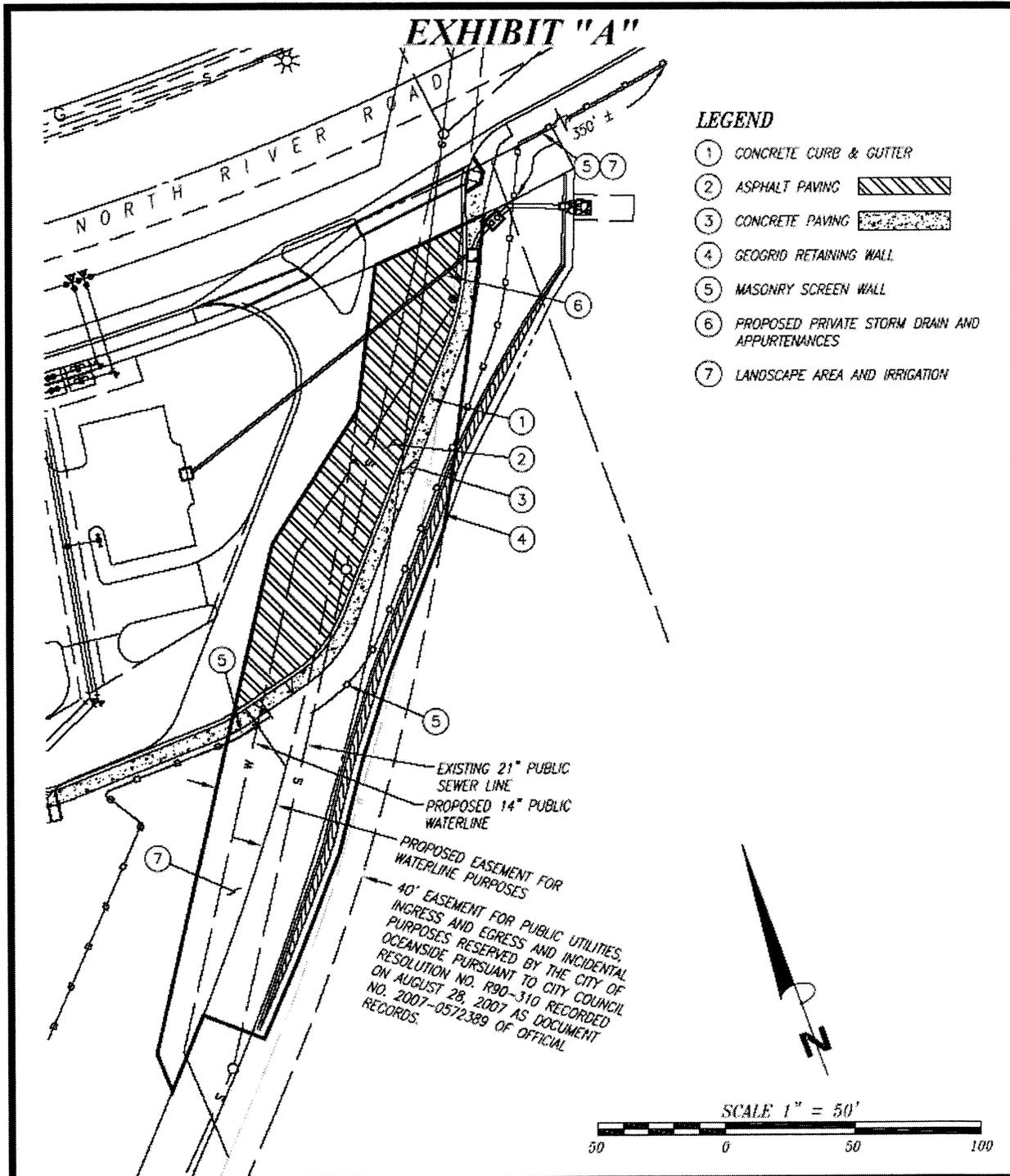
By: \_\_\_\_\_  
City Attorney

**ALL SIGNATURES MUST BE NOTARIZED  
(NOTARY PUBLIC, ATTACH CALIFORNIA ALL-PURPOSE NOTARY ACKNOWLEDGMENT)**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

<p>State of California )          County of San Diego )</p> <p>On _____ before me, _____,  <small>DATE NAME OF NOTARY</small></p> <p>notary public, personally appeared _____  <small>NAME(S) OF SIGNER(S)</small></p> <p>~ personally known to me <b>-OR-</b> ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.</p> <p>Witness my hand and official seal.</p> <p>_____          Signature of Notary</p>	<p style="text-align: center;"><b>CAPACITY CLAIMED BY SIGNER</b></p> <p>~ INDIVIDUAL(S) _____</p> <p>~ CORPORATE _____          OFFICER(S) _____</p> <p>~ PARTNER(S) _____</p> <p>~ ATTORNEY-IN-FACT _____</p> <p>~ TRUSTEE(S) _____</p> <p>~ SUBSCRIBING WITNESS _____</p> <p>~ GUARDIAN/CONSERVATOR _____</p> <p>~ OTHER: _____</p> <hr/> <p><b>SIGNER IS REPRESENTING:</b>          NAME OF PERSON(S) OR ENTITY(IES)</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	--

Exhibit "A"



APPLICANT: NORTH COUNTY TRANSIT DISTRICT  
 SITE ADDRESS: SE CORNER NORTH RIVER ROAD AT VANDEGRIFT BLVD.  
 ENGINEER: BUCCOLA ENGINEERING, INC., 3142 VISTA WAY, STE. 301, OCEANSIDE, CA 92056 760-721-2000  
 APN # 157-040-42      PLAN # ERA-07-

**CITY OF OCEANSIDE**  
 PUBLIC WORKS DEPARTMENT  
 ENGINEERING DIVISION  
 PLAT TO ILLUSTRATE ENCROACHMENT  
 DATE:                      SHEET 1 OF 1

**ATTACHMENT NO. 4**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.

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 PRIVATE STORM DRAIN PURPOSES**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

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

does hereby **GRANT** to the **NORTH COUNTY TRANSIT DISTRICT**, a public agency ("Grantee"), its successors or assigns, a perpetual easement and right-of-way for, and the right to use for **PRIVATE STORM DRAIN** 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 REFERENCE.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) to construct, reconstruct, repair, replace, operate and maintain private storm drain facilities and the right to enter upon, pass and repass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material thereon, by Grantee, its officers, employees, agents, successors, or assigns, or by any contractor, its agents and employees engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes herein set forth.

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

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

CITY OF OCEANSIDE, a municipal corporation

By \_\_\_\_\_  
Jim Wood, Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

- ~ INDIVIDUAL(S)
- ~ CORPORATE \_\_\_\_\_  
 OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S)
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ SUBSCRIBING WITNESS
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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

**Exhibit "A"**

THAT PORTION OF LOT 2 IN SECTION 3, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, BEING A STRIP OF LAND, 10.00 FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 17.80 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 68°22'30" EAST 57.77 FEET.

EXCEPT THEREFROM, THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND BEING A PORTION OF SAID LOT 2 IN SECTION 3 AND A PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 103.22 FEET TO BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET; THENCE SOUTHWESTERLY 41.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°21'26"; THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTH 40°36'00" EAST 25.32 FEET; THENCE NORTH 47°27'00" EAST 75.00 FEET; THENCE NORTH 51°49'00" EAST 14.00 FEET; THENCE NORTH 21°00'00" EAST 38.37 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE THAT IS CONCENTRIC WITH AND DISTANT 18.00 FEET SOUTHERLY OF THE HEREINABOVE DESCRIBED SOUTHERLY LINE OF NORTH RIVER ROAD, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1060.00 FEET; THENCE NORTH 08°03'00" WEST 18.00 FEET TO SAID SOUTHERLY LINE OF NORTH RIVER ROAD, SAID SOUTHERLY LINE BEING A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 08°03'00" EAST; THENCE WESTERLY 27.19 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 01°29'42" TO THE POINT OF BEGINNING.

CONTAINING A NET AREA OF 232 SQUARE FEET, MORE OR LESS

PREPARED BY:

*Dennis A. Brown*  
DENNIS A. BROWN  
LS 4789



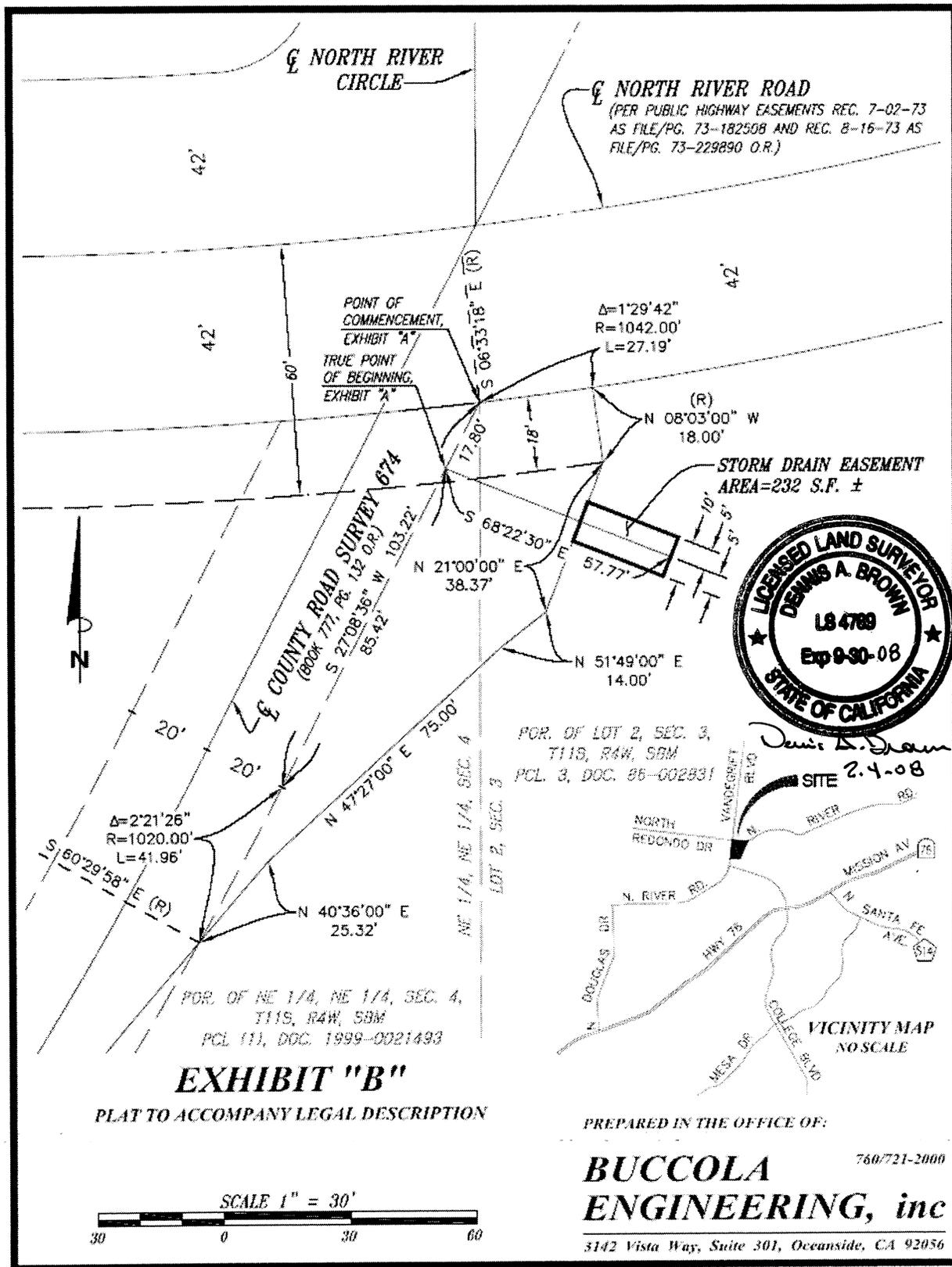
DATE:

*2.4.08*

**BUCCOLA  
ENGINEERING, inc.**

3142 Vista Way, Suite 301 760/721-2000  
Oceanside, CA 92056 FAX 760/721-2046

Exhibit "B"



**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, from the City of Oceanside to the North County Transit District, a public agency, is hereby accepted by the undersigned officer on behalf of North County Transit District pursuant to the authority granted to it under Section 125240 of the Public Utilities Code, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen H. King, Executive Director

**ATTACHMENT NO. 5**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

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

A.P.N.

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 TEMPORARY CONSTRUCTION PURPOSES**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged,

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

does hereby **GRANT** to the **NORTH COUNTY TRANSIT DISTRICT**, a public agency ("Grantee") , its successors or assigns, a perpetual easement and right-of-way for, and the right to use for **TEMPORARY CONSTRUCTION AND GRADING** 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 illustrated on a sketch marked as Exhibit "A," attached hereto and incorporated herein by reference.

The easement rights granted herein include the following: (a) the right of ingress and egress, from the easement herein described, across the lands of Grantor for all purposes useful or convenient in connection with or incidental to the exercise and enjoyment of the rights herein granted at locations which shall not interfere with Grantor's reasonable use of its remainder property; (b) the right to grade, and construct offsite improvements related to the San Luis Rey Transit Center and North River Village mixed-use development consisting of trail, retaining wall, waterline relocation, sewer access and drainage facilities, and the right to enter upon, pass and repass over, along, and beside said easement and right-of-way; and (c) the right to deposit tools, implements and material thereon and to utilize construction, automotive and other equipment thereon, by Grantee, its officers, employees, agents, successors, or assigns, or by any contractor, its agents and employees engaged by Grantee, its successors or assigns, whenever and wherever necessary for the purposes herein set forth.

The rights granted herein shall terminate upon the completion of the improvements and the acceptance of the same by the Oceanside City Council or 11:59 p.m. PST on June 30, 2009, whichever event first occurs.

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

City OF OCEANSIDE, a municipal corporation

By \_\_\_\_\_  
Jim Wood, Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

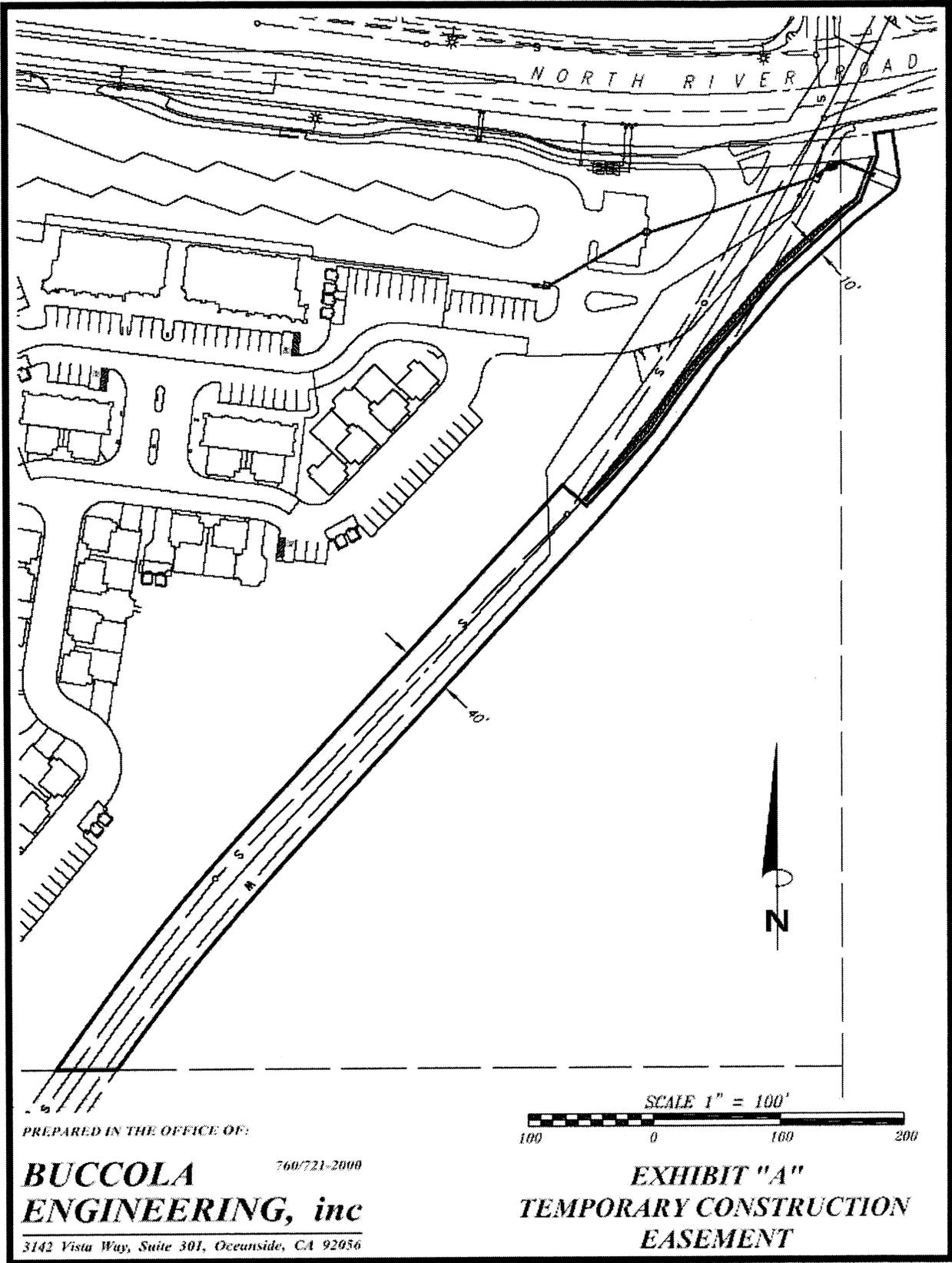
- ~ INDIVIDUAL(S)
- ~ CORPORATE \_\_\_\_\_  
 OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S)
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ SUBSCRIBING WITNESS
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

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

Exhibit "A"

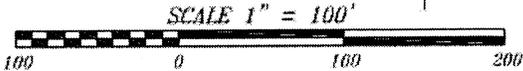


PREPARED IN THE OFFICE OF:

**BUCCOLA**  
**ENGINEERING, inc**

760/721-2000

3142 Vista Way, Suite 301, Oceanside, CA 92056



**EXHIBIT "A"**  
**TEMPORARY CONSTRUCTION**  
**EASEMENT**

**CERTIFICATE OF ACCEPTANCE**  
**(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, from the City of Oceanside to the North County Transit District, a public agency, is hereby accepted by the undersigned officer on behalf of North County Transit District pursuant to the authority granted to it under Section 125240 of the Public Utilities Code, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Karen H. King, Executive Director

**ATTACHMENT NO. 6**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

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

A.P.N.

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

**QUITCLAIM DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Oceanside, a municipal corporation, do(es) hereby REMISE, RELEASE AND FOREVER QUITCLAIM to the North County Transit District, a public agency, any right, title and interest that the City of Oceanside has in that real property located in the City of Oceanside, County of San Diego, State of California, more particularly described on Exhibit "A" and illustrated on Exhibit "B" which are attached hereto and made a part hereof by this reference.

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

City OF OCEANSIDE, a municipal corporation

By \_\_\_\_\_  
Jim Wood, Mayor

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

- ~ INDIVIDUAL(S) \_\_\_\_\_
- ~ CORPORATE OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S) \_\_\_\_\_
- ~ ATTORNEY-IN-FACT \_\_\_\_\_
- ~ TRUSTEE(S) \_\_\_\_\_
- ~ SUBSCRIBING WITNESS \_\_\_\_\_
- ~ GUARDIAN/CONSERVATOR \_\_\_\_\_
- ~ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Exhibit "A"**

THAT PORTION OF COUNTY ROAD SURVEY NO. 674, 40.00 FEET WIDE, LYING WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS VACATED BY THE CITY OF OCEANSIDE PURSUANT TO RESOLUTION NO. R90-310 ADOPTED BY THE OCEANSIDE CITY COUNCIL ON DECEMBER 12, 1990 AND RECORDED ON AUGUST 28, 2007 AS DOCUMENT NO.2007-0572389 IN OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF SAID COUNTY ROAD SURVEY NO. 674 WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982, SAID SOUTHERLY LINE OF NORTH RIVER ROAD BEING A CURVE THAT IS CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET AND CENTRAL ANGLE OF 41° 06'58" AS SHOWN ON SAID MAP NO. 10459; THENCE, SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE, SOUTH 27° 08'36" WEST 77.84 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 980.00 FEET; THENCE SOUTHWESTERLY 244.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 18'37"; THENCE, LEAVING SAID NORTHWESTERLY LINE, SOUTH 48° 32'47" EAST 25.34 FEET; THENCE NORTH 43° 20'00" EAST 32.00 FEET; THENCE NORTH 41° 04'00" EAST 46.00 FEET; THENCE NORTH 34° 04'00" EAST 37.00 FEET; THENCE NORTH 37° 20'00" EAST 35.00 FEET; THENCE NORTH 40° 36'00" EAST 61.68 FEET TO THE SOUTHEASTERLY LINE OF SAID COUNTY ROAD SURVEY NO. 674 BEING A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1020.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 60° 29'58" EAST; THENCE NORTHEASTERLY 41.96 FEET ALONG SAID CURVE AND SOUTHEASTERLY LINE THROUGH A CENTRAL ANGLE OF 02° 21'26"; THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, NORTH 27° 08'36" EAST 103.22 FEET TO SAID SOUTHERLY LINE OF NORTH RIVER ROAD AND SAID CURVE BEING CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 06° 33'18" EAST; THENCE WESTERLY 47.38 FEET ALONG SAID CURVE AND SOUTHERLY LINE OF NORTH RIVER ROAD THROUGH A CENTRAL ANGLE OF 02° 36'18" TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND, CONTAINING AN AREA OF 0.263 ACRES, MORE OR LESS, IS SUBJECT IN IT'S ENTIRETY TO a) AN EASEMENT AND RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, ENLARGE, REMOVE AND RENEW WATER PIPELINES, SANITARY SEWERS, STORM DRAINS, AND PUBLIC UTILITY CONDUITS, WIRES, CABLES, POLES AND APPURTENANT STRUCTURES, INCLUDING THE RIGHT TO INGRESS AND EGRESS AND b) AN EASEMENT AND RIGHT-OF-WAY FOR PEDESTRIAN AND NON-MOTORIZED VEHICULAR ACCESS AND RIGHT TO INGRESS AND EGRESS ALL AS RESERVED ON BEHALF OF THE CITY OF OCEANSIDE IN DOCUMENT NO. 2007-0572389 RECORDED ON AUGUST 28, 2007 IN OFFICIAL RECORDS.

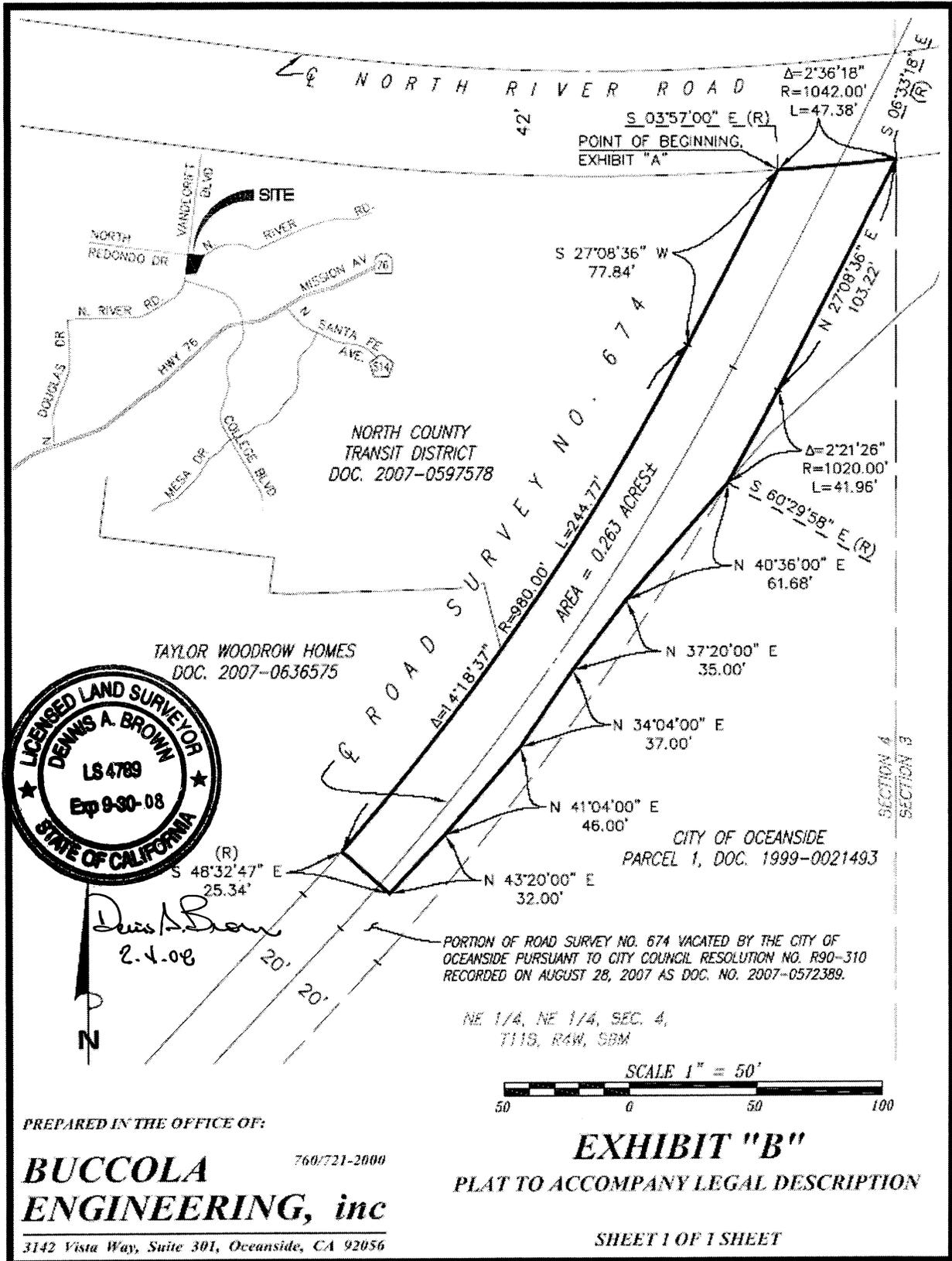
PREPARED BY: Dennis A. Brown  
DENNIS A. BROWN  
LS 4789  
DATE: 2-4-08



**BUCCOLA  
ENGINEERING, Inc.**

3142 Vista Way, Suite 301 760/721-2000  
Oceanside, CA 92056 FAX 760/721-2046

Exhibit "B"



**CERTIFICATE OF ACCEPTANCE  
(Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, from the City of Oceanside to the North County Transit District, a public agency, is hereby accepted by the undersigned officer on behalf of North County Transit District pursuant to the authority granted to it under Section 125240 of the Public Utilities Code, and the grantee consents to the recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

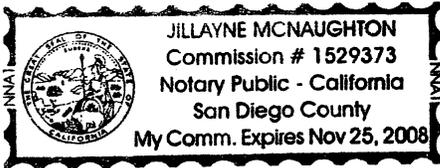
On \_\_\_\_\_ before me, Jillayne McNaughton, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Karen H. King  
Name(s) of Signer(s)

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 Jillayne McNaughton  
Signature of Notary Public



Place Notary Seal 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: Irrevocable offer To Dedicate Attachment 7

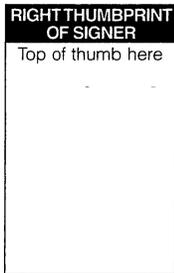
Document Date: \_\_\_\_\_ Number of Pages: ONE Three

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Karen H. King

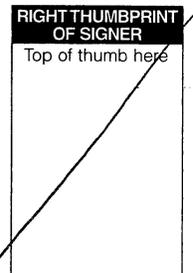
- Individual
- Corporate Officer — Title(s): Exec. Dir.
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**ATTACHMENT NO. 7**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

North County Transit District  
810 Mission Avenue  
Oceanside, CA 92054

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

A.P.N.

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

**IRREVOCABLE OFFER TO DEDICATE**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, North County Transit District, a California public agency does hereby dedicate to the CITY OF OCEANSIDE, a municipal corporation, of the State of California, its successors or assigns; that certain real property situated in the City of Oceanside, County of San Diego, State of California, as more particularly described and illustrated on Exhibits "A" and "B," attached hereto and made a part hereof by this reference.

This offer is made for the benefit of all parties who have or may acquire any right, title, or interest in any part of the above described property. This offer is binding on the owner, his heirs, assigns or successors in interest, and shall continue until accepted or rejected, in whole or in part, at any time or times by the City of Oceanside.

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

North County Transit District, a California public agency

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

Karen King, Executive Director

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 County of San Diego )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
DATE NAME OF NOTARY  
 notary public, personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

~ personally known to me **-OR-** ~ proved to me of the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge 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.

\_\_\_\_\_  
 Signature of Notary

## CAPACITY CLAIMED BY SIGNER

- ~ INDIVIDUAL(S)
- ~ CORPORATE \_\_\_\_\_  
 OFFICER(S) \_\_\_\_\_
- ~ PARTNER(S)
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ SUBSCRIBING WITNESS
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER: \_\_\_\_\_

## SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Exhibit "A"**

THOSE PORTIONS OF LOT 2 IN SECTION 3 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, ALL IN TOWNSHIP 11 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF OCEANSIDE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SAID ROAD SURVEY BEING DESCRIBED AS A STRIP OF LAND, 40 FEET WIDE, IN BOOK 777, PAGE 132 RECORDED ON APRIL 27, 1938 IN OFFICIAL RECORDS, WITH THE SOUTHERLY LINE OF NORTH RIVER ROAD, 84.00 FEET WIDE, AS SHOWN ON RIVERVIEW TOWNHOMES, ACCORDING TO MAP THEREOF NO. 10459 FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON AUGUST 17, 1982; THENCE, SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE OF COUNTY ROAD SURVEY NO. 674, SOUTH 27°08'36" WEST 20.96 FEET TO AN INTERSECTION WITH THE ARC OF A CURVE THAT IS CONCENTRIC WITH AND DISTANT 18.00 FEET SOUTHERLY OF THE AFOREMENTIONED SOUTHERLY LINE OF NORTH RIVER ROAD, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1060.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 03°21'54" EAST; THENCE EASTERLY 86.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°41'06"; THENCE NORTH 08°03'00" WEST 18.00 FEET TO SAID SOUTHERLY LINE OF NORTH RIVER ROAD, SAID SOUTHERLY LINE BEING A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1042.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 08°03'00" EAST; THENCE WESTERLY 74.56 FEET ALONG SAID CURVE AND SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 04°06'00" TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 1,451 SQUARE FEET, MORE OR LESS, AS ILLUSTRATED ON EXHIBIT "B" WHICH IS ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

PREPARED BY: Dennis A. Brown

DENNIS A. BROWN  
LS 4789  
EXPIRES 9-30-08



DATE: 2.4-08

**BUCCOLA  
ENGINEERING, inc.**

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Oceanside, CA 92056 FAX 760/721-2046

Exhibit "B"

