

DEPARTMENT: County Counsel

BY: Jeffrey G. Green

PHONE: 966-3222

**RECOMMENDED ACTION AND JUSTIFICATION:**

Authorize Chair to sign an Order of the Board to reject Claim No. C03-4 for an amount of \$23,635. Claimant alleges that she sustained personal injury as a result of a slip and fall on a cement path leading to the High School Athletic Fields for a Little League event. Counsel is requesting denial of this claim for the following reasons: 1) No indication of any negligence caused the accident. 2) School District has responsibility to maintain the property based on the Lease Agreement between the School District and the County. If there is any liability, it is my belief that it is the responsibility of the School District. (Lease Agreement Attached).

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board usually follows Counsel's recommendation in matters of this nature.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

- Reject claim as recommended.
- Take no action; claim will automatically be denied if no action is taken.

|   |                     |   |
|---|---------------------|---|
| Financial Impact? ( ) Yes (X) No                            | Current FY Cost: \$ | Annual Recurring Cost: \$                     |
| Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded |                     |   |
| Amount in Budget: \$ _____                                  |                     | List Attachments, number pages consecutively  |
| Additional Funding Needed: \$ _____                         |                     | Claim _____                                   |
| Source:   |                     | Resolution _____                              |
| Internal Transfer _____                                     |                     | Lease Agreement Between School & County _____ |
| Unanticipated Revenue _____ 4/5's vote                      |                     | _____   |
| Transfer Between Funds _____ 4/5's vote                     |                     | _____   |
| Contingency _____ 4/5's vote                                |                     | _____   |
| ( ) General ( ) Other                                       |                     | _____   |

**CLERK'S USE ONLY:**

Res. No.: 03-282 Ord. No. \_\_\_\_\_  
 Vote - Ayes: 8 Noes: \_\_\_\_\_  
 Absent: Salman, Parker  
 Approved  
 Minute Order Attached  No Action Necessary

**COUNTY ADMINISTRATIVE OFFICER:**

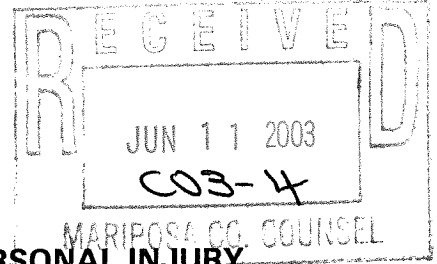
Requested Action Recommended  
 No Opinion  
 Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The foregoing instrument is a correct copy of the original on file in this office.

Date: \_\_\_\_\_  
 Attest: MARGIE WILLIAMS, Clerk of the Board  
 County of Mariposa, State of California  
 By: \_\_\_\_\_  
 Deputy

CAO: RAH

**COUNTY OF MARIPOSA CLAIM FORM**



CLAIM OF Margaret A. Brusoe  
(Claimant)

CLAIM FOR PERSONAL INJURY  
AND/OR PROPERTY DAMAGE  
(Government Code § 910)

v.

COUNTY OF MARIPOSA

**TO THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY:**

YOU ARE HEREBY NOTIFIED that: (PLEASE TYPE OR PRINT)

Claimant: Margaret <sup>(AKA)</sup> (Margie) A. Brusoe

Whose address is: P.O. Box 1164

City and State: Oathurst CA Zip: 93644

claims damages from the **COUNTY OF MARIPOSA** in the amount, computed as of the date of presentation of this claim, of \$ \_\_\_\_\_.

This claim is based on: (CHECK APPROPRIATE BOX OR BOXES)

Property Damage

Other (LIST) \_\_\_\_\_

Personal Injury \_\_\_\_\_

Contract \_\_\_\_\_

which occurred on 4-12, 2003, in the vicinity of:

MES concession field (baseball)  
(PLACE WHERE INCIDENT OCCURRED)

Describe generally the facts and circumstances that give rise to the claim:

(PLEASE USE BACK OF THIS PAGE IF MORE SPACE IS NEEDED.)

walking on rutted & rocky path to concession stand  
stepped on rock/pebble and fell twisted  
my ankle and broke it. Path has always been  
treacherous.

The name(s) of the public employee(s) causing claimant's injuries or damages under the above-described circumstances is/are:

N/A

The injuries sustained by claimant, as far as known, as of the date of presentation of this claim consist of: (DESCRIBE GENERALLY CLAIMANT'S INJURIES OR DAMAGES)

I have a SPIRAL Break of the Tibia + DISLOCATION of  
THE ANKLE SOCKET: WAS in KNEE High HARD CAST for 6 weeks.

The amount claimed, as of the date of presentation of this claim is computed as follows:

**Damages incurred to date:**

Expenses for medical and hospital care \$ 1675.00

Loss of earnings \$ \_\_\_\_\_

Specific damages (ITEMIZE)  
\_\_\_\_\_ \$ \_\_\_\_\_

Pain + Suffering for disabled husband \$ 10,000.00

Other damages (ITEMIZE)  
PAIN + Suffering 8 weeks \$ 10,000

6 mos MASSAGE + Physical Therapy \$ 960.00

**TOTAL DAMAGES INCURRED TO DATE:** \$ 22,435.00

**Estimated future damages as far as known from this incident:**

Total estimated prospective damages: \$ 1,000.00

**TOTAL AMOUNT CLAIMED AS OF DATE**

**OF PRESENTATION OF THIS CLAIM:** \$ 23,635.00

All notices or other communications with regard to this claim should be sent to claimant at: P.O. Box 1164, OAKLAND, CA 93644  
(ADDRESS TO WHICH NOTICES ARE TO BE SENT)

Dated: 6-10-03

Signed: Margaret A. Brusoe  
(CLAIMANT/AGENT FOR CLAIMANT)

Government Code § 911.2. Time of or presentation of claims

A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than six months after the accrual of the cause of action. A claim relating to any other cause of action shall be presented as provided in Article 2 (commencing with § 915) of this chapter not later than one year after the accrual of the cause of action.

1 JEFFREY G. GREEN  
County Counsel  
2 P.O. Box 189  
3 5100 Bullion Street  
Mariposa, CA 95338

4 BEFORE THE BOARD OF SUPERVISORS

5 OF

6 MARIPOSA COUNTY, STATE OF CALIFORNIA

7 In the Matter of: )  
8 ) CLAIM NO. 03-4  
9 CLAIM FOR DAMAGES PURSUANT )  
TO GOVERNMENT CODE § 911.6 )  
10 \_\_\_\_\_ )

11 MARGARET (MARGEE) A. BRUSOE, Post Office Box 1164, Oakhurst , California, having  
12 filed with this Board on June 11, 2003, a claim for damages in an amount of \$23,635.

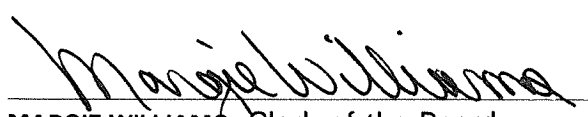
13 NOW, THEREFORE, IT IS ORDERED by the Board of Supervisors that the claim is hereby  
14 rejected.

15 The foregoing order was passed by the following vote of the Board:

- 16 AYES: STETSON, BIBBY, PICKARD  
17 NOES:  
18 ABSENT: BALMAIN, PARKER  
ABSTAINED:

19 Dated this 5th day of August, 2003.

21   
22 \_\_\_\_\_  
23 BOB PICKARD, Chair  
Board of Supervisors

24 ATTEST:  
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26 \_\_\_\_\_  
MARGIE WILLIAMS, Clerk of the Board

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TO: Margaret (Margee) A. Brusoe  
P.O. Box 1164  
Oakhurst, CA 93644

RE: CLAIM FOR DAMAGES (MARGARET (MARGEE) BRUSOE - CLAIM NO. C03-4)  
AMOUNT OF CLAIM: \$23,635  
NOTICE OF REJECTION

NOTICE IS HEREBY GIVEN that the claim, which you presented to the Board of Supervisors of Mariposa County on June 11, 2003 was rejected by action of the Board on August 5, 2003.

WARNING

"Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the mail to file a court action on this claim." (See Government Code § 945.6)

"NOTE: This six-month filing period applies only to State Court actions. If your action is based on federal law and/or you intend to file it in Federal Court, a shorter or longer period within which to file the action may apply."

"You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately."

JEFFREY G. GREEN  
Mariposa County Counsel

PROOF OF SERVICE BY MAIL (1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA, COUNTY OF MARIPOSA:

I am a citizen of the United State and a resident of the County aforesaid. I am over the age of eighteen years and not a party to the within entitled action; my business address is 5100 Bullion Street (P.O. Box 189), Mariposa, CA 95338. On August 14, 2003, I served the within Notice of Rejection of Claim on the claimant in said action by placing a true copy in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing a copy into an inter-office delivery receptacle located in Counsel's office:

Margaret (Margee) A. Brusoe  
P.O. Box 1164  
Oakhurst, CA 93644

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on August 14, 2003 at Mariposa, California.

  
Rhonda Scherf

**AGREEMENT  
BETWEEN MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT  
AND THE COUNTY OF MARIPOSA  
FOR RECREATIONAL USE OF FACILITIES**

**THIS AGREEMENT** is entered into on the most recent date below written by and between the Mariposa County Unified School District, hereinafter referred to as "**DISTRICT**," and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**."

**WHEREAS**, Chapter 10 of Part 7 of Division 1 of the Education Code of the State of California, commencing with Section 10900, authorizing counties and school districts to cooperate with one another for the purpose of authorizing, promoting, and conducting programs of community recreation which will contribute to the attainment of general recreational and educational objectives for children and adults of this State ("Community Recreation"); and

**WHEREAS**, **DISTRICT** and **COUNTY** are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f) ("Recreation Center"), for Community Recreation; and

**WHEREAS**, **DISTRICT** and **COUNTY** desire to enter into an agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of **DISTRICT** and **COUNTY**; and

**WHEREAS**, **DISTRICT** owns a certain Recreation Center site ("Facility") and desires that **COUNTY** may have the use of such facility pursuant to the terms of this Agreement, for Community Recreation.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL ACTS AND PROMISES** the parties hereto agree as follows:

1. **Description of Facility.** A description of the Facility is attached hereto marked Exhibit "A" and by this reference incorporated herein.
2. **Use of Facility.** **DISTRICT** hereby grants a non-exclusive license to **COUNTY** to use the Facility in accordance with the terms and conditions set forth in this Agreement including the following:
  - (a) **COUNTY** may utilize the Facility without monetary consideration except for such extraordinary costs as County may identify during the term of this Agreement. As a prerequisite to seeking reimbursement from **DISTRICT** for any portion of such costs, **COUNTY** shall obtain prior written approval from **DISTRICT** for any extraordinary costs and provide supporting documentation.
  - (b) Notwithstanding anything in this Agreement to the contrary, **DISTRICT** shall have exclusive use of the Facility at all times during Monday through Friday (except **DISTRICT** holidays) from one-half (1/2) hour before the commencement of school until one half (1/2) hour after the end of school. **DISTRICT** shall have the prior right of use of Facility after the end of school for athletic practice sessions and contests.
  - (c) At all other times, the Facility shall be open to the public for recreation purposes at such times as determined by **COUNTY** and subject to the rules and regulations established by **COUNTY**. Use of the Facility by **COUNTY** shall not interfere with **DISTRICT'S** customary use of the Facility including, but not limited to, back to school nights, school assemblies, cleaning, and/or maintenance activities.
  - (d) **COUNTY** and **DISTRICT** shall periodically meet at the request of either party for purpose of scheduling anticipated uses of the Facility.

3. **Maintenance and Repair.**
- (a) COUNTY and DISTRICT shall share equally in the cost of water to Facility. COUNTY shall be responsible for the cost of electricity, maintenance, and repair of ballfield lights and restrooms. Additionally, COUNTY will remove trash and drag the athletic fields. DISTRICT shall be responsible for irrigating, fertilizing, and mowing the fields. DISTRICT shall also maintain any fences and any other items of Facility.
  - (b) COUNTY and DISTRICT agree that upon written authorization of DISTRICT, COUNTY may provide special maintenance or improvements to the Facility which are deemed beneficial to all parties provided COUNTY complies with any and all applicable laws and regulations regarding the provision of maintenance and/or construction of improvements to facilities owned by a public entity.
  - (c) COUNTY and DISTRICT agree that the Facility will be kept in good repair and in a manner suitable for usage by COUNTY and DISTRICT for the purpose of athletic programs. COUNTY and DISTRICT shall meet from time to time at the request of either party to determine how to cooperatively establish and achieve this standard of care.
  - (d) COUNTY and DISTRICT agree to schedule and perform any maintenance or improvements to the Facility at times and in such manner as to minimize the impact upon use of the Facility by either party or other community uses. Such work will be coordinated with the DISTRICT DIRECTOR OF MAINTENANCE, OPERATIONS AND TRANSPORTATION.
4. **Civic Center Act.** COUNTY and DISTRICT acknowledge that DISTRICT Facility is deemed a "Civic Center" pursuant to the Civic Center Act (Education Code sections 40040, et seq.) and that use of the Facility must comply with the provisions of the Civic Center Act. COUNTY and DISTRICT understand that other individuals and/or entities may utilize the Facility pursuant to the Civic Center Act.
5. **Term of this Agreement.** This Agreement shall be in effect for a period not to exceed five (5) calendar years from the date of the last signature affixed hereto or until such time as one party notifies the other party by giving ninety (90) days prior written notice to that party's intent to terminate or amend this Agreement.
6. **Termination of Agreement.** COUNTY or DISTRICT may terminate this Agreement by delivery of written notice of election to terminate at least six (6) months prior to the termination date elected.
7. **Insurance.** COUNTY and DISTRICT shall, at their own cost and expense, procure and maintain during the term of this Agreement, Commercial General Public Liability Insurance against claims for personal injury, death, or property damage which arises from any negligent act or omission by such party with respect to this Agreement. Such coverage shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence, with a general aggregate limit not less than Two Million Dollars (\$2,000,000). The policy for same shall insure against all liability of the party procuring insurance, its representatives, employees, invitee and agents arising from, or in connection with, each party's use of the Facility and shall insure performance by such party of any of the hold-harmless provisions set forth herein. Each party shall name the other party as an additional insured under each party's policy of insurance.

The insurance required under this section shall be issued by either a reputable insurance company admitted to do business in California, in a form reasonably acceptable to the other party, or through a joint powers agency, or similar entity, formed for the purpose of providing insurance to public entities. The policy shall specifically insure the other party against loss or liability caused by or connected with such party's use of the Facility under this Agreement. Each party shall, within thirty (30) days of execution of this Agreement, deposit with the other party a certificate or similar document, showing such insurance to be in full force and effect.

8. **Mutual Indemnification.** COUNTY agrees to hold harmless, defend, and indemnify DISTRICT against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of DISTRICT, its agents, servants, or employees), whenever such injury, death, loss, damage or claim is a consequence of, or arises out of the use of the Facility by COUNTY or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of COUNTY involving the condition of the Facility which the COUNTY was obligated to maintain.

9. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

**District:** Superintendent  
Mariposa County Unified School District  
P.O. Box 8  
Mariposa, CA 95338

**County:** Public Works Director  
Mariposa County Public Works Dept.  
4639 Ben Hur Road  
Mariposa, CA 95338

The parties shall provide each other after-hours emergency contact phone numbers of appropriate supervisory staff, which shall be periodically updated. Such lists shall also include emergency contact numbers for other facilities which may be utilized in the event of a community emergency.

10. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all other parties hereto.

11. **Supervision.** Each party shall be responsible for supervising their respective activities at the Facility.

With respect to use of the Facility by local COUNTY recognized recreation organizations ("Recreation Organizations"), COUNTY shall be responsible for the scheduling of recreation programs by any such Recreation Organizations. COUNTY shall require each of the Recreation Organizations to execute a document stating the following:

COUNTY agrees to hold harmless, defend, and indemnify DISTRICT against all actions, claims, or demands for injury, death, loss or damages, regardless of fault or cause, by anyone whomsoever (except where such injury, death, loss, or damage was solely due to the willful acts or omissions of DISTRICT, its agents, servants, or employees), whenever such injury, death, loss damage or claim is a consequence of, or arises out of the use of the Facility by COUNTY or its agents, servants, employees, or implementation of this Agreement including without limitation, negligent acts or omissions of COUNTY involving the condition of the Facility for which the COUNTY was obligated to maintain.

12. **Inconsistent Use.** In the event that DISTRICT'S governing board should determine that COUNTY'S use of the Facility is not consistent with DISTRICT'S use of the Facility for school purposes or that County's use interferes with DISTRICT education programs and activities at the Facility the parties agree to resolve such dispute pursuant to paragraph 14 and 15, below, of this Agreement.

13. **Emergency/Disasters.** The DISTRICT SUPERINTENDENT is responsible for safeguarding the health, welfare, and safety of students. In emergency situations, the Superintendent or his/her



designee shall take such action as he/she deems appropriate to provide for the safety of the students. In the event of an emergency or a disaster as determined by the DISTRICT, the Facility shall be under the exclusive control and supervision of DISTRICT.

Should an emergency and/or disaster require immediate action with respect to repairs, maintenance, or safeguarding of the Facility, COUNTY and DISTRICT agree to take a joint approach with respect to such action and, if possible, to consult each other prior to taking such action. However, should a party be unable to consult with the other party, and immediate action is required to minimize damage to the Facility and/or to protect the safety and welfare of the public, such party may act without consultation with the other party and after the emergency/disaster is over, both parties shall attempt to resolve any dispute with respect to such action. If the parties are unable to resolve a dispute with respect to an action taken in response to an emergency/disaster, such dispute shall be resolved in the manner set forth in the sections in this Agreement relating to mediation and arbitration.

14. **Resolution without Arbitration (Mediation)**. In the event any dispute arises over the scheduling of the use of Facility or any other dispute arising under the terms of this Agreement, DISTRICT and COUNTY representatives shall meet and confer with the objective of resolving such disputes within seventy-two (72) hours of the request of either party. If within seven (7) days, or such longer period as may be agreed upon by the parties, the dispute cannot be resolved by the parties to their mutual satisfaction, DISTRICT and COUNTY shall then convene a committee composed of two (2) members of DISTRICT'S governing board; two (2) members of COUNTY'S governing board along with one (1) staff member from both DISTRICT and COUNTY. The committee shall meet as soon as possible to attempt to resolve the dispute to the mutual satisfaction of the parties.
15. **Arbitration of Disputes**. If the committee convened pursuant to Section 14 is unable to resolve any dispute between the parties within fourteen (14) days, or such longer period as may be agreed upon by the parties, such disputes shall be decided by arbitration in accordance with the then current rules of the American Arbitration Association, unless the parties shall mutually agree otherwise. No arbitration shall include any party other than DISTRICT and COUNTY and any other person substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in the arbitration. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of a demand for arbitration shall be filed with the other party and with the American Arbitration Association within a reasonable time and in no event after the date on which legal or equitable proceedings based on such claim, dispute or matter in question would be barred by the applicable statute of limitations.
16. **Official Representatives**. The official representatives for DISTRICT and COUNTY shall be the DISTRICT SUPERINTENDENT or his/her designee for the DISTRICT and the COUNTY Public Works Director or his/her designee for the COUNTY. These official representatives shall be responsible for assuring compliance with the rules for use of the Facility including without limitation DISTRICT and COUNTY'S administrative regulations.
17. **No Assignment of Rights**. No rights which DISTRICT or COUNTY has under this Agreement may be assigned to any other person, persons, or corporation without prior written approval of the other party.
18. **Employees**. For purposes of this Agreement, all persons employed in the performance of services and functions for the COUNTY shall be deemed COUNTY employees and no COUNTY employee shall be considered as an employee of the DISTRICT under the jurisdiction of the DISTRICT, nor shall such COUNTY employees have any DISTRICT pension, civil service, or other status while an employee of the COUNTY.

For purposes of this Agreement, all persons employed in the performance of services and functions for the DISTRICT shall be deemed DISTRICT employees and no DISTRICT employee shall be considered an employee of the COUNTY under jurisdiction of the COUNTY, nor shall such DISTRICT employees have any COUNTY pension, civil service, or other status while an employee of the DISTRICT.

19. **Recreation Program Costs.** Except as otherwise provided, neither party shall be responsible to the other party for the cost of the other party's recreation programs or the cost of any third party organization which might benefit from a particular aspect of this Agreement. The COUNTY covenants and agrees to bear all costs that it should incur in respect to the operation of any recreation program, including the cost of service of its employees and incidental costs in connection therewith. DISTRICT covenants and agrees to bear all costs that should incur in respect to the operation of any school activity.

The parties acknowledge that each party may charge reasonable fees for the use of the Facility as permitted under the laws of California to offset the costs associated with establishing, coordinating and conducting certain recreation programs.

20. **Specific Provisions.**

- (1) **Locks – Keying and Access Authorization.**

The lock style, types of gates, and key/code authorization to be utilized at the Facility will be coordinated in such a manner to allow dual access while maintaining the safety and property security of the Facility.

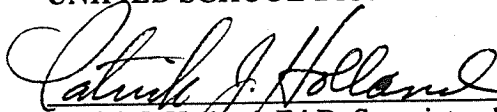
- (2) **Joint Parking.**

The parties concur to allow parking in designated areas which will minimize off-site parking intrusion to surrounding properties.

21. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and to the extent that there is any conflict between this Agreement and the laws of the State of California, the laws of the State of California shall prevail.

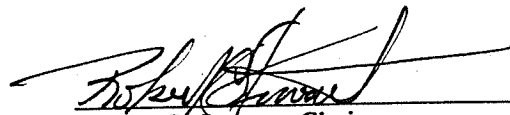
22. **Entire Agreement.** This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter thereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon written consent of the parties hereto.

MARIPOSA COUNTY  
UNIFIED SCHOOL DISTRICT:

  
Patrick J. Holland, Ed.D, Superintendent  
Mariposa County Unified School District

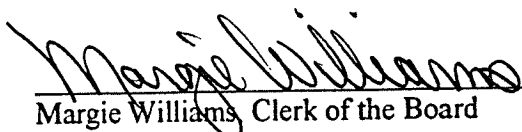
Date: 06/27/02

COUNTY OF MARIPOSA:

  
Robert C. Stewart, Chairman  
Mariposa County Board of Supervisors

Date: 7-23-02

ATTEST:

  
Margie Williams, Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

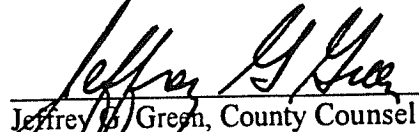
  
Jeffrey G. Green, County Counsel

EXHIBIT "A"

A tract of land situated in a portion of the Northeast one-quarter (NE ¼) of projected Section 23, Township 5 South, Range 18 East, Rancho Las Mariposas, M.D.B. & M., Mariposa County, State of California, said tract of land being more particularly described as follows:

Commencing at the most westerly corner of that certain 0.64 acre parcel of land conveyed to Joe Rollston and Elinor M. Rollston, Trustees, by Trust Transfer Deed recorded November 1, 2001 as Document Number 2015213, Mariposa County Records, said corner being marked by a ½ inch diameter steel bar; thence N 69° 02' 35" W, a distance of 88.22 feet to the POINT OF BEGINNING of the herein described tract of land, said POINT being marked by a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 77° 37' 11" W for 197.80 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 79° 19' 45" W for 155.61 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 75° 37' 08" W for 134.08 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 09° 32' 21" W for 206.43 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 67° 41' 39" E for 168.56 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence N 88° 04' 55" E for 396.67 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence S 01° 29' 21" E for 342.39 feet to a ½ inch diameter steel bar with aluminum cap stamped "MPA"; thence S 49° 51' 29" W for 66.82 feet, more or less, to the POINT OF BEGINNING.

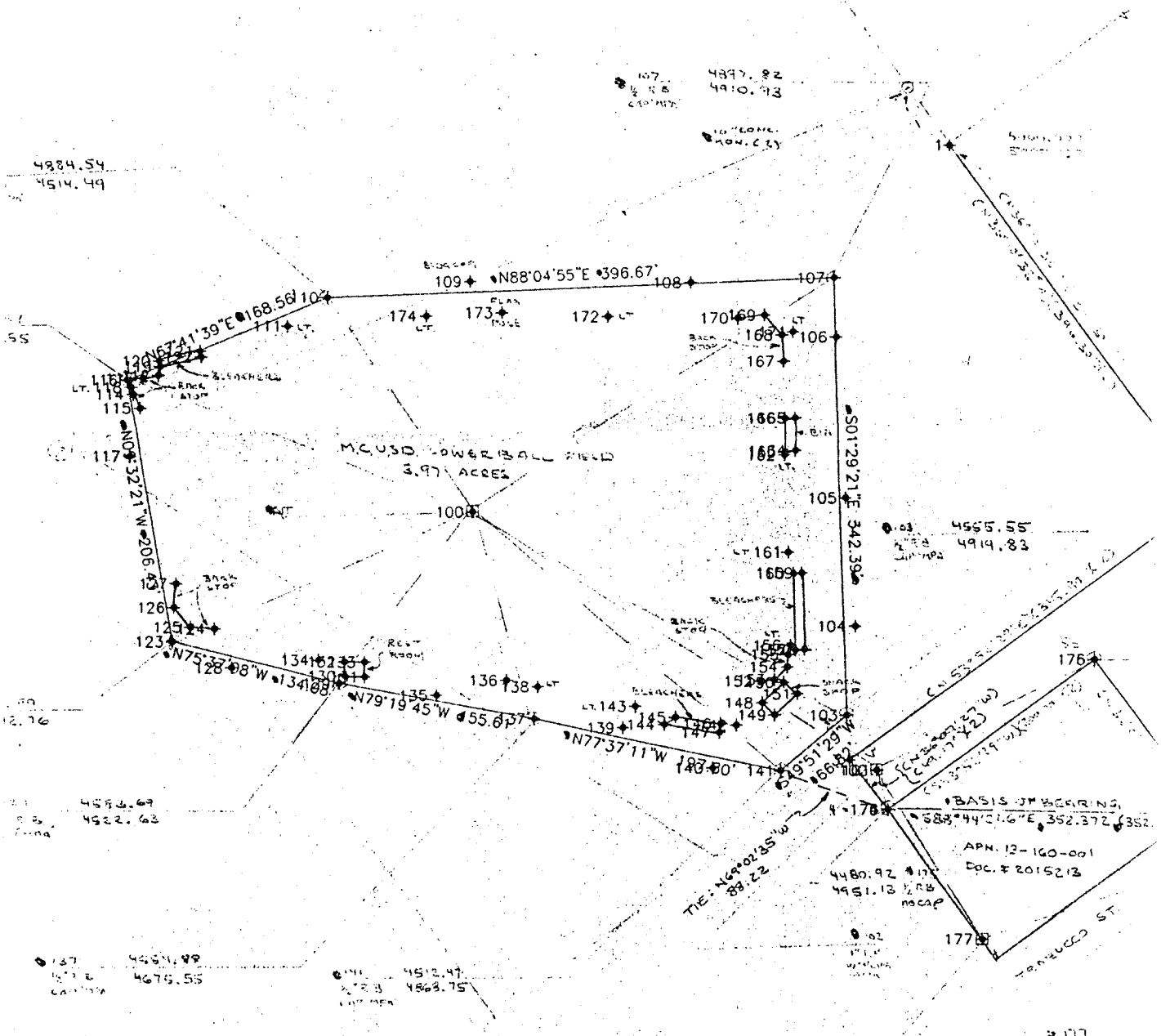
The above described tract of land contains 3.97 acres, more or less, and is subject to any rights-of-way or easements of record or legally acquired.

Prepared by:

Jerome S. Freeman  
Jerome S. Freeman, L.S. 4079

DATE: January 30, 2001





R.S. RECORD  
 M.C. USD. 1960  
 LT. LIGHT  
 MONUMENT SET AT LOWER BALL FIELD  
 DISAPPEARED CORNER AS DESCRIBED

(1) RECORD IN SURVEY MAP 1915  
 (2) RECORD IN SURVEY MAP 1915

BASIS OF BEARING  
 S88°44'21.6"E 352.372 352  
 APN. 12-160-001  
 Exp. # 2015213

177  
 178