# RESOLUTION NO. 2018:14" OCT - 2 1973

WHEREAS, The City of San Diego is desirous of acquiring portions of Lots 6, 7, 8, 9 and 10, Block 31, together with that certain sewer easement and right of way as to those portions of Lots 10, 11, 12 and 13, Block 31, Mission Bay Park Tract Resubdivision, according to Map thereof No. 1530, filed in the office of the San Diego County Recorder; and

WHEREAS, HOME SAVINGS AND LOAN ASSOCIATION, a California corporation, the owner of the aforementioned property, is willing to convey said property to the City in exchange for portions of Pueblo Lots 1208 and 1797 of the Pueblo Lands of San Diego; and

WHEREAS, the value of the property to be conveyed to The City of San Diego, as determined by an independent fee appraiser, is the sum of \$55,133.00; and

WHEREAS, the value of the City-owned property to be conveyed to HOME SAVINGS AND LOAN ASSOCIATION, a California corporation, as determined by an independent fee appraiser is the sum of \$48,518.00; and

WHEREAS, the cash flow difference of \$6,615.00 in favor of Home Savings and Loan Association has been waived; and

WHEREAS, the City and Home have entered into an escrow agreement with Security Title Insurance Company, being escrow No. 73-8453, a complete copy thereof being attached hereto and being made a part hereof; and

September 1980 - Programme September 1980 - Prog

WHEREAS, said escrow No. 73-8453 is contingent on the San Diego City Council approval according to the terms thereof as set forth in the attached exhibit above mentioned; and

WHEREAS, City has required that Home agree that no permanent residential or commercial buildings inhabitable by a person or persons be erected on a portion of the real property described as Exhibit B in said escrow No. 73-8453; and

WHEREAS, City desires to reserve an easement for light and air over said property; and

WHEREAS, said easement for light and air shall benefit City's contiguous property and benefit the public through establishment of a landscaped area; and

WHEREAS, this property transaction is submitted for action in connection with the street vacation at the Southwesterly corner of Mission Bay Drive and Garnet Avenue for which an Environmental Impact Report has been cleared; and

WHEREAS, Section 22.0902.2 of the San Diego Municipal Code permits the exchange of real property interests; and

WHEREAS, the City Manager, pursuant to Section 22.0902.2 of the San Diego Municipal Code, recommends that the aforesaid exchange be made; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, as follows:

That the Mayor and the City Clerk of said City be, and they are hereby authorized and empowered to execute, for and on behalf

of, and as the act and deed of The City of San Diego, a grant deed, the form of which is on file in the office of the City Clerk as Document No. 745055 , conveying to HOME SAVINGS AND LOAN ASSOCIATION, a California corporation, portions of Pueblo Lots 1797 and 1208 of the Pueblo Lands of San Diego, as more particularly described in said form of grant deed.

BE IT FURTHER RESOLVED, that the City of San Diego reserves and excepts from the foregoing grant a permanent easement for light and air as more particularly described as follows:

Reserving and excepting to the City of San Diego a permanent easement for light and air for the purpose of preserving in a natural or landscaped state that certain real property described below.

Home Savings and Loan Association shall have ownership and control of said real property subject to said easement and shall have the right to use said real property for the purposes of performing landscaping, planting of trees and shrubs, creating pathways and driveways, and installing sprinkler systems, fountains, and other facilities in keeping with and incidental to preservation and enhancement of the landscaped area and visual enjoyment thereof by the public. The public, however, acquires by this document no right to enter upon or occupy said real property. Said easement shall be within and upon those certain lands described as follows:

All that portion of Lots 10, 11, 12 and 13, Block 31, Mission Bay Park Tract Resubdivision, according to Map thereof No. 1530 filed in the Office of the County Recorder of San Diego County together with

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portions of Pueblo Lots 1208 and 1797 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a copy of which Map was filed in the Office of said County Recorder of said San Diego County, November 14, 1921, as Miscellaneous Map No. 36, lying Northeasterly of the following described line:

Commencing at the most Easterly corner of said Lot 13; thence North 47°21'09" East, 12.69 feet along the Northeasterly prolongation of the Southeasterly line of said Lot 13; thence North 26°31'08" West, 16.16 feet to the TRUE POINT OF BEGINNING; thence North 66°30'10" West, 238.05 feet to a terminus in the Northerly line of said Lot 10.

Granting, however, unto Home Savings the use and occupancy of said real property subject to the following conditions:

That the construction of permanent residential or commercial buildings inhabitable by a person or persons shall be prohibited unless written permission is first obtained from the City of San Diego.

BE IT FURTHER RESOLVED, Home shall have the right to erect a temporary branch office on the property described in said Exhibit B, subject to existing building code requirements, and any other applicable permit requirements and other regulations imposed by law during the pendency of its construction of a permanent branch office facility on the property owned by Home lying southerly of the south line of the easement described as Parcel 2 in Exhibit A of said escrow No. 73-8453 but, in no event, shall any temporary branch office remain on said property after October 1, 1977.

C. C. C. C.

BE IT FURTHER RESOLVED, nothing contained in this resolution shall be deemed or construed as creating any easement or restriction on the use and occupancy by Home of its property contiguous to and lying southerly and westerly of the south line of the easement described as Parcel 2 in Exhibit A of said escrow No. 73-8453, providing however that such contiguous property shall be subject to all other applicable existing laws and regulations and any subsequent amendments thereof.

BE IT FURTHER RESOLVED, that the City Clerk of said City be, and he is hereby authorized and directed to deliver said deed and a certified copy of this resolution to the Property Director for further handling.

APPROVED: JOHN W. WITT, City Attorney

By Harold Valderhaug, Deput

nr/9-27-73 (Rev.) Job: 8982-C GLENN 208947

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#### EXCHAIL JE ESCROW INSTRUCTIONS

Escrow No. 73-8453

TO: SECURITY TITLE INSURANCE COMPANY San Diego. \_Office

TO EFFECT AN EXCHANGE OF PROPERTIES HEREINAFTER DESCRIBED

WILL HAND YOU

(a) \$ none

(b) note and trust deed more fully set forth below, if any, the trust deed describing Second Property to file - none

none

(d) grant deed to the following described real property in the County of San Diego as First Property):

, State of California, freferred to

that certain real property described as Parcel 1 and Parcel 2 in the deed from Home Savings and Loan Association, a California corporation, to the City of San Diego, a municipal corporation, as set forth in the copy of said deed attached hereto as Exhibit "A" and made a part hereof

WHICH

(a) money,til any, you are instructed to use

(b) note and trust deed, if any, the trust deed describing Second Property, you are instructed to deliver and record, respectively

(c) none

(d) grant deed to the property described above as First Property you are instructed to record WHEN

(1) you are able to procure a standard form Policy of Title Insurance issued by Security Title Insurance Company in its usual form containing the printed exceptions usual in such policy, with liability not less than \$ 56, 155 on the title to First Property showing title vested in the City of San Diego, a municipal corporation

SUBJECT TO.

1. Taxes for the fiscal year : 1973-1974 improvement, acquisition and improvement, fire protection, etc.

2. Bond - assessment - none

with no delinquent payments, and unpaid balance of principal not to exceed \$ NONE

3. Опинатичностью как нем модели в выполняющий в полем в выполняющей в полем в выполняющей в полем в выполняющей в полем в выполняющей в высом в выполняющей в выполнительного в выстратительного в выстратительного в выстратительного в выполнительного в выстрат

Escrow holder is authorized and instructed to deliver to the City of San Diego the executed Grant Deed from Home Savings and Loan Association to the City of San Diego for acceptance prior to close of escrow.

Contingent on the San Diego City Council approval and deposit into escrow of the Resolution authorizing the exchange of subject property, execution of Grant Deed to Home Savings and Loan Association and acceptance of the Grant Deed from Home Savings and Loan Association to the City of San Diego.

ars you

colitain for me \$ none

(2) deliver a note to me and record a trust deed, if any, the trust deed describing First Property - none

(3) none

(4) record a grant deed to the following described test property in the County of San Diego (referred to as Second Property)

. State of California

that certain real property described in the deed from the City of San Diego, a municipal corporation, to Home Savings and Loan Association, a California corporation, a copy of which deed is attached hereto as Exhibit "B" and made a part hereof.

extended coverage

en the title to which Second Property you will procure a sanders/form Policy of Title Insurance issued by Security Title Insurance Company in its usual form containing the printed exceptions usual in such policy, with liability not less than \$ 56,155 showing title vested in Home Savings and Loan Association, a California corporation

#### SUBJECT TO:

1. Tax's for the fiscal year 1973-1974 including levies for any district such as, but not limited thereto, drainage, irrigation, road improvement, acquisition and improvement, fire protection, etc.

2. Bond - assessment - none

with no delinquent payments, and with unpaid belance of principal not to exceed \$ NONE

- 3. Contain the contained and the sever purposes more particularly described in the deed from Home Savings and Loan Association to the City of San Diego set forth as Parcel 2 of First Property and as shown in said Exhibit "A";
  - (b) an easement in favor of San Diego Gas & Electric Company as set forth in that certain deed from Home Savings and Loan Association and more particularly set forth in the copy of said deed attached hereto as Exhibit "C" and made a part hereof.

and, when you can deliver to the successor in interest of the owner of First Property and to the successor in interest of the owner of Second Property or lender of said successors. NONO shares of water stock of NONO Company duly transferred to said successor or lender of said successor as pledgee with assessments and bills paid to NONO.

You will not concern yourelf with domestic water bills or other public utility matters.

After extrom is closed you will ("Close of Escribe" shall mean the day papers are filed for record)

Prorate none taxes including all items appearing on tax bill, except personal property not conveyed, to none

based on the latest tax statement, unless parties hereto surnish you will

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(Page 2)

... ...

Deliver to the successor in interest of the owner of First Property and to the successor in interest of the owner of Second Property or lender of said successors fire and other insurance for \$ none , as handed you, with proper mortgagee clauses attached. Frorate to ·none. Prorate interest on loan based on statement of bolder of note or their Agent to none. balance to be \$ none Prorate advance rents to NONE as per statement handed you. All dishursements are to be made by check of SECURITY TITLE INSURANCE COMPANY. You have thirty days within which to comply with these instructions and additional time as may be required provided written demand to cancel by any party who then shall have fully complied with these instructions is not handed you after the initial period of days given to comply. Your knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to your responsibility under these instructions. No notice, demand or change of instructions, except a demand for cancellation made in accordance with the foregoing paragraph, shall be of any effect in this exercity unless given in writing by all patties affected thereby. Reimburse yourself for advances chargeable to me and deduct your charges as hereafter specified. Pay none , Licease No. none , and mail check to him at none none (address) I agree to pay (1) all escrow fees; (2) premium for extended coverage policy of title insurance on Second Property in favor of Home Savings and Loan Association; (3) recording fees and documentary stamps. Pay balance to none and mail check to (address) none documentary ЛИННЫХ ПИНИК Stamps ХХАННОСНИВШУ ЖИН IPYMHOX ХАСИК ИМИНИКИКК a California corporation Vilus aflegan The International Vitality VICE PRECINENT Owners of First Property Address Telephone Number The foregoing instructions are approved. 1 WILL HAND YOU (a) ; none (b) note and trust deed more fully set forth above, if any, the trust deed describing First Property to file none

(d) grant deed to the property described allove as Second Property you are instructed to record

(d) grant deed to the property described above as Second Property to the vestee shown

Contingent on the San Diego City Council approval and deposit into escrow of the Resolution authorizing the exchange of subject property, execution of Grant Deed to Home Savings and Loan Association and acceptance of the Grant Deed from Home Savings and Loan Association to the City of San Diego.

(b) note and trust deed, if any, the trust deed describing First Property, you are instructed to deliver and record, respectively - none

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money, if any, you are instructed to use - none

A.HICH

(c)

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Pay none a commission in the amount of \$ none License No. none , and mail check to him at (address) none

I sgree to pay the premium for the policy of title insurance on First

Property in favor of the City of San Diego. Per demand of none, Pay balance to none and mail check to (address) NONE documentary Austh Raniak Kanalia Sumps societations in the Control of the Cont

E-151-A 3 26 64

... YOU

(5) none

(4) obtain for me ! none .

THE CITY OF SAN DIEGO . municipal corporation

Owners of Second Property

A 111 ! record-a grant deed to the property described above as First Property to the vestee shown

(2) are able to procure a policy of title insurance on the title to said First Property as heretofore provided

(3) deliver a note to me and record a trust deed, if any, the trust deed describing Second Property - NONE

(4) obtain for me \$ NONE

Reimburse yourself for advances chargeable to me and deduct your charges as hereinafter specified.

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	1	Grant Deed -			
10 40	6 CA (7.68) THIS FORM FURNISHED BY TITLE	INSURANCE AND TRUST COMPANY			
	FOR A VALUABLE CONSIDERATION, receipt of which	h is hereby acknowledged.			
	HOME SAVINGS AND LOAN ASSOCIATION,				
	a corporation organized under the laws of the state of	California			
1	hereby GRANTS to THE CITY OF SAN DIEGO	O, a municipal corporation,			
ł	•				
	the following described real property in the City of	E San Diego,			
		e of California:			
1	All those portions of Lots 6.7	7.8.9 & 10. Block 31. MISSION BAY			
All those portions of Lots 6,7,8,9 & 10, Block 31, MISSIC PARK TRACT RESUBDIVISION, in the City of San Diego, Count					
1	San Diego, State of California NO. 1530, filed in the office	a, according to Map thereor of the Recorder of San Diego			
ļ	County, more particularly desc	cribed in Exhibit "A".attached			
Ì	hereto and made a part hereof,	,			
	together with that certain eas	sement and right of way as to			
those portions of Lots 10, 11, 12 & 13 in said Block 31 above described, said easement and right of way being more					
1	particularly described in Exhi	ibit "A" attached hereto and			
l	made a part hereof.	;			
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	To Witness Will Control of the Contr				
		proprate name and seal to be affixed hereto and this instru-			
]	ment to be executed by its Vice thereunto duly authorized.	President and Secretary			
]	ment to be executed by its Vice				
ST	ment to be executed by its Vice thereunto duly authorized. Dated: June 5, 1973 ATE OF CALIFORNIA	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Mulaluman			
ST.	ment to be executed by its. Vice thereunto duly authorized. Dated: June 5, 1973  ATE OF CALIFORNIA UNTY OF Los Angeles  SS.	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Wishallians  H. Michael Wyant, Vica President			
ST.	ment to be executed by its	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Wulfallwith  H. Michael Wyant, Vice President			
ST. CO On sign	ment to be executed by its Vice thereunto duly authorized.  Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  before me, the under- med, a Notary Public in and for said State, personally appeared  H. Michael Uyant known	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Wichael Wyart, Vice President  By Change President			
ST. CO On sign	ment to be executed by its	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Wichael Wyart, Vice President  By Change President			
ST. COO On sign	ment to be executed by its. Vice thereunto duly authorized. Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  med. a Notary Public in and for said State, personally appeared H. Michael Uyant me to be the Vice President, and Elatine Neconnell known to me to be Assistant Secretary of the Cornecation that executed the	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Wichael Wyart, Vice President  By Change President			
ST. COO On sign to r	thereunto duly authorized.  Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  Before me, the undermed, a Notary Public in and for said State, personally appeared  H. Michael Lyant  Met to be the Vice President, and  Elaine McConnell known to me to be Assistant Secretary of the Corporation that executed the hin Instrument, known to me to be the personal who executed the hin Instrument, known to me to be the personal who executed the hin Instrument, known to me to be the personal who executed the hin Instrument on Ichael of the Corporation therein named, and nowledged to me that such Corporation executed the within Instru	By Claime NcConnell, Ass't. Secretary			
ST. COO On sign to r	thereunto duly authorized.  Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  before me, the under- ned, a Notary Public in and for said State, personally appeared  H. Michael Uyant  known  Me to be the  Vice  President, and  Elaine McConnell  known to me to be  Assistant  Secretary of the Corporation that executed the hin Instrument, known to me to be the persons who executed the hin Instrument on Ichalf of the Corporation therein named, and nowledged to me that such Corporation executed the within Instru  It pursuant to its by-laws or a resolution of its board of directors.	By C. Michael Wyant, Vice President By C. Michael Wyant, Vice President By C. Michael Ass't. Secretary  OFFICIAL SEAL			
ST. COO On sign to 7	thereunto duly authorized.  Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  Med. a Notary Public in and for said State, personally appeared  H. Michael Wyant  Me to be the Vice President, and  Elaine Neconnell known to me to be  Assistant Secretary of the Corporation that executed the bin Instrument, known to me to be the persona who executed the bin Instrument on Lehalf of the Corporation therein named, and nowledged to me that such Corporation executed the within Instrument to its hydraws or a resolution of its board of directors.  TNESS my hand and official seal.	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Michael Wyart, Vice President  By Clarical Sear Elaine McConnell, Ass't. Secretary  OFFICIAL SEAR EMMA LOU McCONNELL  MOTARY PUBLIC CALIFCAMA			
ST. COO On sign to 7	thereunto duly authorized.  Dated: June 5, 1973  ATE OF CALIFORNIA  UNTY OF Los Angeles  June 14, 1973  before me, the under- ned, a Notary Public in and for said State, personally appeared  H. Michael Uyant  known  Me to be the  Vice  President, and  Elaine McConnell  known to me to be  Assistant  Secretary of the Corporation that executed the hin Instrument, known to me to be the persons who executed the hin Instrument on Ichalf of the Corporation therein named, and nowledged to me that such Corporation executed the within Instru  It pursuant to its by-laws or a resolution of its board of directors.	President and Secretary  HOME SAVINGS AND LOAN ASSOCIATION  By Michael Wyant, Vice President  By C. Michael Wyant, Vice President  Elaine NcConnell, Ass't. Secretary  OFFICIAL SEAL  EMMA LOU McCONNELL			

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MAIL TAX STATEMENTS AS DIRECTED ABOVE EXHIBIT "A"

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TYPEDICS COMP: ////

## PARCEL 1: CARRET AVENUE:

All those portions of Lots 6, 7, 8, 9, & 10, Block 31, Mission Bay Park Tract Resubdivision, City of San Diego, County of San Diego, State of California, according to Map thereof No. 1530, filed in the Office of the Recorder of San Diego County, more particularly described as follows:

Commencing at the Northeast corner of Pueblo Lot 1797 of the Pueblo Lands of San Diego; thence along the Northerly line of said Pueblo Lot 1797 South 75°01'00" West, 227.44 feet; thence leaving said Northerly line South 14°59'00" East, 42.30 feet to a point on the Southerly line of Carnet Avenue as said street was located and established on January 24, 1973 and being the beginning of a 387.40 foot radius curve, concave Southwesterly, a radial to said point bears North 01°37'52" East, said point also being the TRUE POINT OF BEGINNING; thence along said Southerly line of Carnet Avenue and Southeasterly along the arc of said curve through a central angle of 08°56'02", a distance of 60.41 feet to a point to which a radial hears North 10°33'54" East; thence leaving said Southerly line and the arc of said curve South 75°01'00" West, 292.97 feet to a point in the Westerly line of said Lot 6; thence along said Westerly line North 15°10'40" West, 21.70 feet to a point on said Southerly line of Carnet Avenue; thence along said Southerly line North 75°01'00" East, 236.74 feet, returning to TRUE POINT OF BEGINNING.

## PARCEL 2: Sewer:

The permanent easement and right of way to construct, reconstruct, maintain, operate and repair a public sewer or sewers, including any or all appurtenances thereto, TOGETHER WITH the right of ingress and egress, over, under, upon, along and across all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

All those portions of Lots 10, 11, 12, and 13, Block 31, Mission Bay Park Tract Resubdivision, City of San Diego, County of San Diego, according to Map thereof No. 1530, filed in the Office of the Recorder of San Diego County and that portion of Fueblo Lot 1208 of the Pueblo Lands of San Diego, according to Map thereof made by James Pascoe in 1870, a copy of which Map was filed in the Office of the County Recorder of said County of San Diego November 14, 1921, as Miscellaneous Map No. 36, more particularly described as follows:

Commencing at the most Easterly corner of said Lot 13; thence along the Northeasterly prolongation of the Southeasterly line of said Lot 13 North 47°21'09" East, 12.69 Feet; thence North 26°31'08" West, 16.16 Feet to the TRUE POINT OF BEGINNING; thence North 66°30'10" West, 238.05 feet to a point in the Southeasterly line of Carnet Avenue described in Parcel 1 above; thence along said Southeasterly line and the Northeasterly prolongation thereof North 75°01'00" East, 48.97 feet; thence South 65°29'00" East, 166.94 feet; thence South 26°31'08" East, 42.80 feet, returning to the TRUE POINT OF BEGINNING.

hecked:WC i-1-73 !-479378

BASIS OF BEARING: The Southerly line of Pueblo Lot 1788 per Record of Survey Map No. 1972, i.e. North 75°01'00" East.

Reserving under the Grantor herein, its heirs and assigns the continued use of Parcel 2 described above, subject to the following conditions:

The erecting of buildings, masonry walls, masonry fences and other structures; the planting or growing of trees; the changing of the surface grade; and the installation of privately owned pipelines shall be prohibited except by written permission from the City of San Diego.

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EXHIBIT "A"

LEGAL DESCRIPTION OF LAND TO BE GRANTED BY THE CITY OF SAN DIEGO

Those portions of Pueblo Lots 1208 and 1797 of the Pueblo Lands of San Diego, according to Hap thereof make by James Pascoe in 1870, a copy of which Map was filed in the O'tice of the County Recorder of said County of San Diego, November 14, 1921, as Miscellaneous Map No. 36, more particularly described as follows:

Commencing at the Northesst corner of said Fueblo Lot 1797; thence along the Northerly line of said Pueblo Lot 1797 South 75"01'00" West, 227.44 feet; thence leaving said Northerly line South 14°59'00" East, 42.30 feet to a point in the Southerly line of Garnet Avenue as said street is located and established on January 24, 1973, said point being on the arc of a 387.40 foot radius curve, concave Southwesterly, a radial to said point bears North 01°37'52" East; thence along said Southerly line of Carnet Avenue and Southeasterly along the arc of said curve through a central angle of 08°56'02", a distance of 60.41 feet to a point to which a radial bears North 10°33'54" East being the TRUE POINT OF BEGINNING; thence continuing Southeasterly along the are of said curve being also along the Southerly line of said Carnet Avenue and also the Mesterly line of Mission Bay Drive as said street was located and established on January 24, 1973, through a central angle of 36°49'11", a dictunce of 248.95 feet to a point to which a radial bears North 47°23'05" East; thence leaving the arc of said curve North 47°21'09" East, 12.69 feet; thence North 26°31'08" West, 121.40 feet to the beginning of a tangent 513.00 feet radius curve, condave, concave Northeasterly; thence Northerly along the are of said curve through a central angle of 03°10'00", a distance of 28.35 feet to a point of reverse curvature of a 20.00 foot radius curve, concave Southwesterly; thence Northwesterly and Westerly along the arc of said reverse curve through a central angle of \$1"37'52", a distance of 28.49 feet; thence tangent to said curve South 75°01'00" West, 138.41 feet, returning to the TRUE POINT OF BEGINNING.

Job: 8982/GLENN/ch/Land Exchange/Garnet Ave.

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EXHIBIT "B"

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							na wa			
The said easement and rig tred at right angles, on ea	ht of way	in the afore	said lan descri	ids shall l bed cente	be <u>12.01</u>	O. feet in w	ridth, bein	e-6-00	_ feet m	eas-
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Lot 13; Northea	sterly	e along prolon RUE POI	gatio	on Nor	th 470	21' 09	" Eas	t, 170	1 1ts	
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Grantor grants to Gran asement and right of way f poles.  Grantor shall not erecture; plant any tree; drill of Grantee shall have the	such anch i, place or or dig any	construct, no well, within	be nece r permi the limi	t to be er	ected, place easement a	d from timed or construction of the constructi	e to time ucted, any way.	building o	guy said r other st	ruc-
nd sight of way whenever r remove trees and brush The terms, covenants: I any heirs, executors, addi- trantee.	to prever	nt danzer or i	hazard I	to proper: it and ris	ty or person ht of way a	is. hall be bind	ling upon	and inure	to the be	neđi
la Witness Whereof, the	Grantor		.execute	d this ins	trument thi	sda;	y ol	 	: 19	· ·
Executed in the Presence of	i:			•	HOME		dka ze	LOAN		, NOITAI
د ده و ده		· Witness.		مرو	D		· · · · · · · · · · · · ·	رابيدا پهرانيداند به احا	·	• • •
, 		1111		i	. <b>D</b> y		· · · · · · · · · · · · · · · · · · ·	Pres	ident	· ·
•		Witness.								

(Corp. Seal)

DRAWN BY CORTEST 16
CHECKED BY C=C
SKETCH NO.S-#122
DATE 3-21-73
MOPAC NO.44181-01

SIGNATURES MUST BE NOTARIZED NOTARIES & USE PROPER FORM ON BACK

EXHIBIT "C" 4

Passed and adopted by the Counc by the following vote:	il of The City of San Diego onOCT = 2 1973,
Councilmen  Gil Johnson  Maureen F. O'Connor  Henry L. Landt  Leon L. Williams  Floyd L. Morrow  Bob Martinet  Allen Hitch  Jim Bates  Mayor Pete Wilson	Yeas Nays Excused Absent
AUTHE	NTICATED BY: PETE WILSON
(Seal)	Mayor of The City of San Diego, California.  EDWARD NIELSEN City Clerk of The City of San Diego, California.  By Am C. Julett, Deputy.
,	Office of the City Clerk, San Diego, California
	Resolution 8947 Adopted OCT - 2 1973

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· 大学 中国 (1995)

CC-1276 (REV. 12-71)