

RESOLUTION NUMBER R- 298734

ADOPTED ON DEC 08 2003

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE EASEMENT DEED

WHEREAS, the City of San Diego desires to vacate the public right-of-way of K Street, between 11th Avenue and 12th Avenue [Property], in the City of San Diego, State of California, for the purpose of constructing a new public library and associated improvements; and

WHEREAS, San Diego Gas & Electric [SDG&E], a provider of gas and electric services, currently maintains a 69 kV line within the boundaries of the Property; and

WHEREAS, SDG&E desires access to the Property to repair and to maintain its 69 kV line, subject to the terms and conditions set forth in the Emergency Access and Maintenance Agreement [Easement Deed], on file in the Office of the City Clerk as Document No. RR- 298734; and

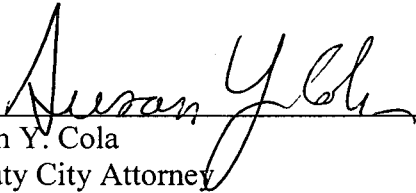
WHEREAS, the City of San Diego desires to grant SDG&E an easement for the purpose of accessing and maintaining the 69 kV line; and

WHEREAS, the City desires to make certain improvements within the easement area, including curbs, gutters, sidewalks, gates, fences, walls, garden trellis, handicapped ramps, pavers, and concrete stairways; NOW THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is hereby authorized to execute the Easement Deed on file in the Office of the City Clerk as

Document No. RR- 298734.

APPROVED: CASEY GWINN, City Attorney

By   
Susan Y. Cola  
Deputy City Attorney

SYC:sc  
12/3/03  
Or.Dept: E&CP  
R-2004-655

Recording Requested by  
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company  
8335 Century Park Court, Suite 1000  
San Diego, California- 92123  
Attn: Real Estate Transactions CP11D

**SPACE ABOVE FOR RECORDER'S USE**

Transfer Tax: \_\_\_\_\_  
**SAN DIEGO GAS & ELECTRIC COMPANY**

A.P.N. No.: 535-363-08

**EMERGENCY ACCESS AND MAINTENANCE EASEMENT**

This Emergency Access Easement ("Easement Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_ ("the Effective Date") by and between THE CITY OF SAN DIEGO ("Grantor") and SAN DIEGO GAS & ELECTRIC COMPANY ("Grantee") (collectively referred to herein as "the Parties").

**RECITALS**

- A. Grantor desires to vacate the public right-of-way of K Street, between 11th Avenue and 12th Avenue ("the Property"), in the City of San Diego, State of California, for the purpose of constructing a new public library and associated improvements; and
- B. Grantee currently owns, operates and maintains an underground 69 kV transmission line and its protective concrete encasement within the Property, pursuant to a local franchise agreement between the Parties, including all amendments (collectively, the "Franchise Agreement"). The Franchise Agreement, along with all amendments, is on file in the Office of the City Clerk; and
- C. Grantee desires access to the Property to repair and to maintain its 69 kV line, subject to the terms and conditions set forth in this Easement Agreement; and
- D. The Parties acknowledge that Grantor desires to make certain improvements within the easement area ("Easement") including curbs, gutters, sidewalks, gates, fences, walls, garden trellis, handicapped ramps, pavers, and concrete stairways.

Therefore, the Parties agree as follows:

R-298734

## EASEMENT

- 1.0 Grant of Easement. Grantor, for valuable consideration, grants to Grantee an easement and right-of-way in, upon, over, under, and across the lands hereinafter described in Parcel 2, to repair, maintain and use facilities consisting of: one (1) preexisting underground 69 kV transmission line and protective concrete encasement ("Underground Facility"). The term "preexisting" shall mean existing prior to the Effective Date of this Easement Agreement.
- 2.0 Improvements. Grantee hereby approves Grantor's improvement plans for the Property, a copy of which is shown in Exhibit "A" ("Improvement Plans") attached hereto and made a part hereof.
- 3.0 Ingress and Egress. Grantee is further granted the right of ingress and egress by minimally disruptive, practical route or routes to, from, and along the Easement in, upon, over, and across all that portion of the lands described as Parcel 1, in section 4.0 below, that Grantor owns on the Effective Date, subject to the terms and conditions of this Easement Agreement, including the following:
- 3.1 Conditions Constituting an Emergency. The right of ingress and egress over Parcel 1 shall only be for instances constituting an emergency and when repair or maintenance of the Underground Facility is not technically feasible or practical outside the boundaries of the Property.
- 3.2 Temporary Means of Ingress and Egress. Grantee shall select a route to its Underground Facility that is as minimally disruptive to Grantor's use of the Property as practical. Grantor shall install a movable gate on 11th Avenue for the express purpose of providing Grantee with access to the Property that will minimally disrupt Grantor's use of the Property.
- 3.3 Restoration of Grantor's Property. In the event that Grantee must access its Underground Facility, Grantee shall restore the ground surface to substantially the same height and condition that existed just prior to Grantee's entry onto the Property. Grantee shall take reasonable precautions to minimize damage or destruction to Grantor's improvements on the Property or disruption to Grantor's use of the Property. Grantor shall restore Grantor's improvements at Grantor's expense.
- 4.0 Easement Defined. The Property, in which this Easement and right-of-way is granted, is located in the County of San Diego, State of California, and described as follows:

**Parcel 1**: That portion of "K" Street, between 11th Avenue and 12th Avenue in Horton's Addition, in the City of San Diego, State of California, *according to map thereof filed in Deed Book 13, Page 522*, made by L.L. Lockling, filed in the office of the County Recorder of San Diego County, June 21, 1871. Said "K" Street to be vacated and closed to public use by operation of the law.

**Parcel 2:** The easement in the aforesaid lands is more particularly described in Exhibit "B", consisting of one (1) sheet, also shown in Exhibit "C", consisting of one (1) sheet attached hereto and made a part hereof.

- 5.0 Emergency Traffic Barriers. Grantor further grants to Grantee the right, from time to time, to erect and maintain on the Property, emergency equipment traffic barriers and minor earth retaining structures as may be necessary in Grantee's sole discretion for the proper maintenance and protection of the Underground Facility. Grantee shall, however, not erect or maintain any non-emergency equipment traffic barriers and minor earth retaining structures unless and until Grantor has provided its prior written consent thereto, which consent shall be given by approval of the City Manager and which consent shall not be unreasonably withheld, delayed, or conditioned.
- 6.0 No Other Structures. Except as represented in the Improvement Plans, Grantor shall not erect, place, or construct nor permit to be erected, placed or constructed any additional building or other structure, plant any tree, drill or dig any well within the Easement, without prior written consent of Grantee, which consent shall not unreasonably be withheld, delayed, or conditioned.
- 7.0 Right to Keep Easement Clear. Grantee shall have all rights and powers, but is not hereby obligated, to: (i) keep said easement free and clear from explosives; and (ii) trim or remove trees and brush along or adjacent to the Easement and remove roots from within the Easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of any obligation it may have under applicable laws as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.
- 8.0 No Excavation. CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS. THEREFORE, GRANTOR SHALL NOT MAKE OR ALLOW ANY EXCAVATION OR FILL TO BE MADE WITHIN THIS EASEMENT WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION, WHICH PERMISSION SHALL NOT BE UNREASONABLY WITHHELD.
- 9.0 Abandonment of Easement. In the event Grantee, in its sole discretion, determines that the Easement is no longer required for the conduct of its business, Grantee shall furnish Grantor, upon demand, a good and sufficient Quitclaim Deed, quitclaiming all Grantee's right, title, and interest in and to the Easement; provided, however, Grantee shall not be obligated to remove the Underground Facility. Notwithstanding the foregoing, in the event of non-use or abandonment of the Underground Facility for a period of one (1) year, Grantor retains the right to terminate this Easement and, upon written request, Grantee shall provide a Quitclaim Deed, as described above.
- 10.0 Successors and Assigns. This Easement and any covenants, conditions, and restrictions, contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of the Parties.

Grantor has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF SAN DIEGO,  
a municipal corporation

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

Title: \_\_\_\_\_

Prepared by: LTrexel  
Date: 12/04/03

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me \_\_\_\_\_  
\_\_\_\_\_ (name, title of officer), appeared \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ personally known to me  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence

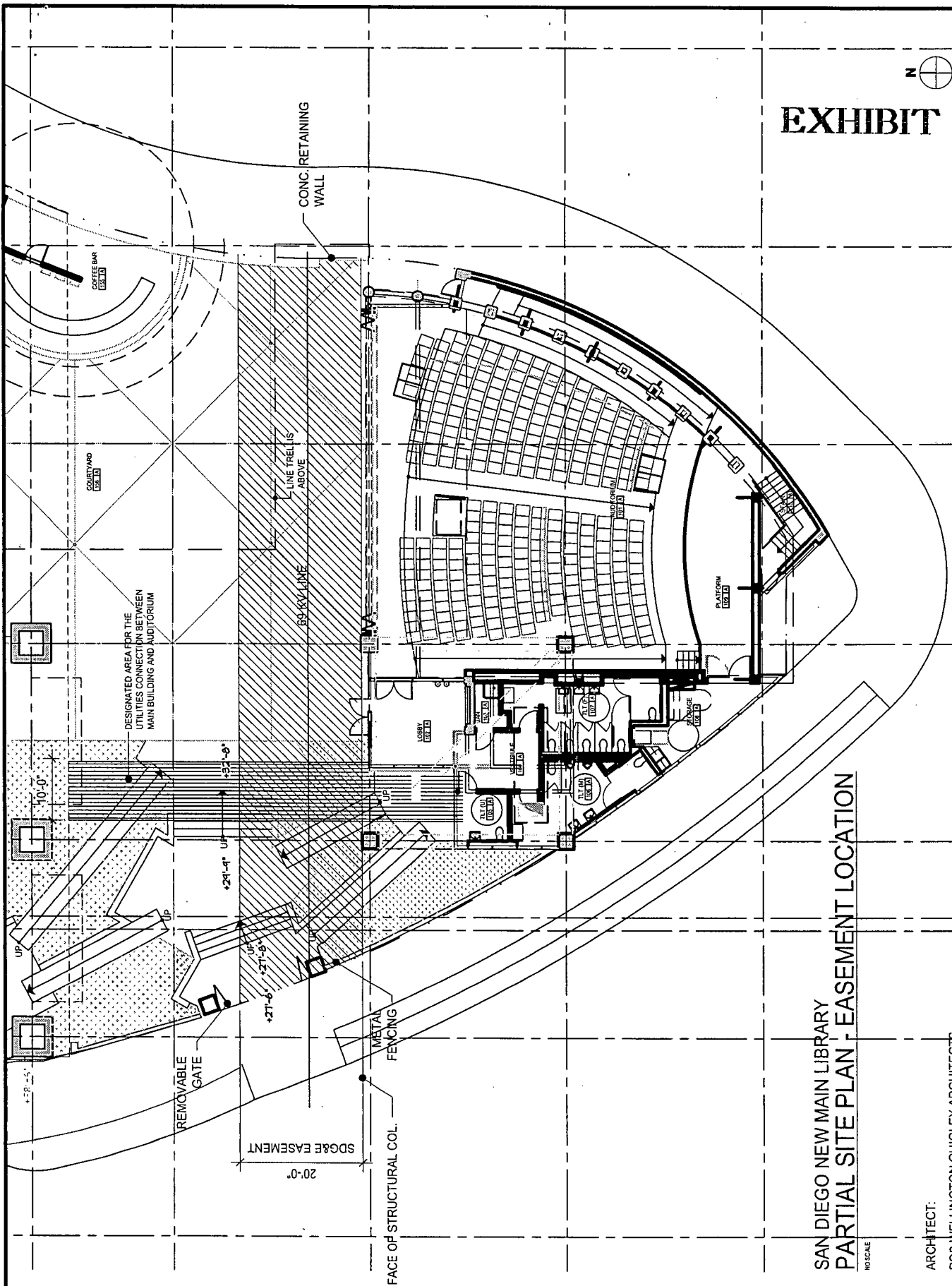
to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



# EXHIBIT A



SAN DIEGO NEW MAIN LIBRARY  
 PARTIAL SITE PLAN - EASEMENT LOCATION

NO SCALE

ARCHITECT:  
 ROB WELLINGTON QUIGLEY ARCHITECTS  
 TUCKER SADLER NOBLE CASTRO ARCHITECTS  
 A JOINT VENTURE  
 DATE: DEC. 3, 2003

R-298734

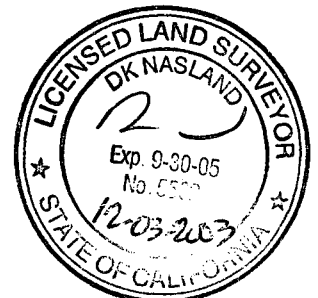


# EXHIBIT B

## EASEMENT PARCEL

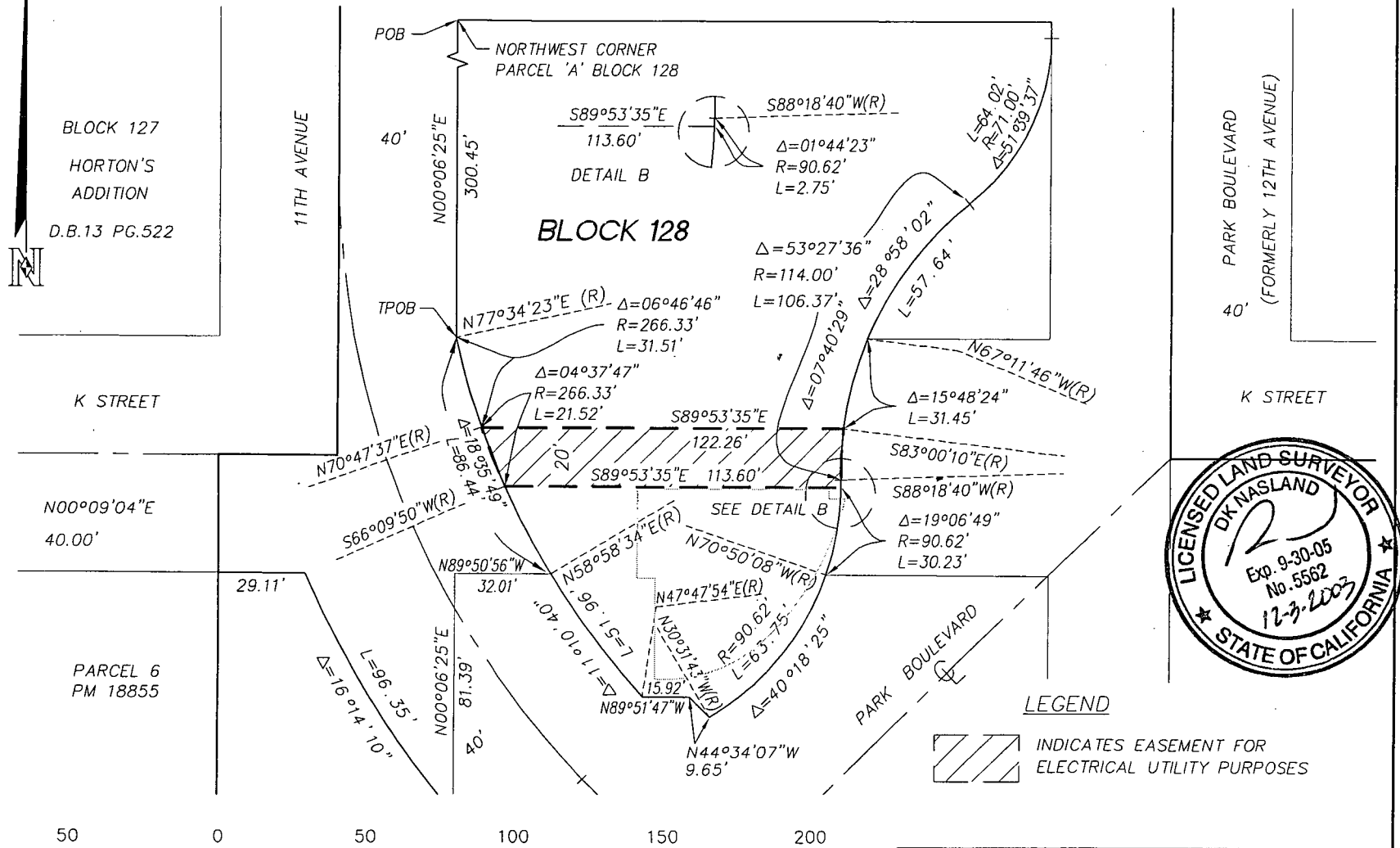
AN EASEMENT FOR ELECTRIC UTILITY PURPOSES BEING A PORTION OF 'K' STREET BETWEEN 11<sup>TH</sup> AVENUE AND 12<sup>TH</sup> AVENUE IN HORTON'S ADDITION, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF MADE BY L.L. LOCKLING, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY JUNE 21, 1871, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 128 OF SAID HORTON'S ADDITION, THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 128, SOUTH 00°06'25" WEST, 300.45 FEET TO THE BEGINNING OF A NON-TANGENT 266.33 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 77°34'23" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°46'46", AN ARC DISTANCE OF 31.51 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE SOUTH 89°53'35" EAST, 122.26 FEET TO THE BEGINNING OF A NON-TANGENT 114.00 FOOT RADIUS CURVE CONCAVE EASTERLY, A RADIAL TO WHICH BEARS NORTH 83°00'10" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°41'10", AN ARC DISTANCE OF 17.28 FEET TO THE BEGINNING OF A REVERSE 90.62 FOOT RADIUS CURVE; THENCE SOUTHERLY ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 01°44'23", AN ARC DISTANCE OF 2.75 FEET; THENCE NORTH 89°53'35" WEST, 113.60 FEET TO THE BEGINNING OF A NON-TANGENT 266.33 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, A RADIAL TO WHICH BEARS SOUTH 66°09'50" WEST; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°37'47", AN ARC DISTANCE OF 21.52 FEET TO THE **TRUE POINT OF BEGINNING**.

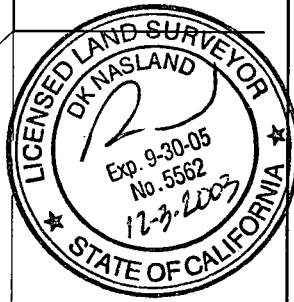


# EXHIBIT C

## S.D.G.&E. EASEMENT



BLOCK 127  
HORTON'S  
ADDITION  
D.B.13 PG.522



JOB NO. 101-228.1

**NASLAND ENGINEERING**  
 CIVIL ENGINEERING • SURVEYING • LAND PLANNING  
 4740 Ruffner Street, San Diego, California, 92111 • 858-292-7770

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