

**COUNCIL ACTION  
EXECUTIVE SUMMARY SHEET  
CITY OF SAN DIEGO**

DATE: 03/27/2012

ORIGINATING DEPARTMENT: Real Estate Assets

SUBJECT: Sale of approximately 18,818 square feet (0.432 acres) of land to San Diego Humane Society and S.P.C.A, located adjacent 887 Sherman Street, San Diego, CA 92110.

COUNCIL DISTRICT(S): 6

CONTACT/PHONE NUMBER: Mary Carlson/619-236-6079, MS-51A .

**DESCRIPTIVE SUMMARY OF ITEM:**

Authorize the sale of 18,818 square feet (0.432 acres) of unimproved land, located adjacent to 887 Sherman Street, San Diego, CA 92110, to the adjacent property owners, San Diego Humane Society and S.P.C.A., a California nonprofit corporation, for Twenty Eight Thousand Three Hundred Fifty Dollars (\$28,350).

**STAFF RECOMMENDATION:**

Approve the Resolution.

**ITEM BACKGROUND:** The City owns property consisting of two parcels (the "Property"); the first parcel consists of approximately 15,028 square feet (0.345 acres) of land (APN 436-451-05) adjacent to 887 Sherman Street and encroached upon by certain improvements owned by San Diego Humane Society and S.P.C.A., a California nonprofit corporation ("Buyer"). The second parcel is an approximate 3,789 square foot (0.087 acre) portion of Morgan Street, adjacent to Buyer's property, which would be vacated prior to the sale. The street vacation is a separate City Council action concurrent with this transaction.

The Buyer wishes to purchase the Property to cure the encroachment and to expand their facility. The Property was appraised by the City's MAI appraiser who determined the market value of the property to be \$28,350.

Pursuant to Council Policy 700-10, an exclusively negotiated sale is justified because the Property is landlocked and the sale to the adjacent property owner would correct a site deficiency. The City does not have a foreseeable use for the Property.

The City has entered into a purchase and sale agreement for the sale of the Property, subject to City Council approval.

**FISCAL CONSIDERATIONS:** Proceeds from the sale of the Property, net of costs related to its sale, will be deposited in the Capital Outlay Fund 400002, as per City Charter Article VII.

**EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):** This action is exempt pursuant to EOCP Memo dated 11/14/11.

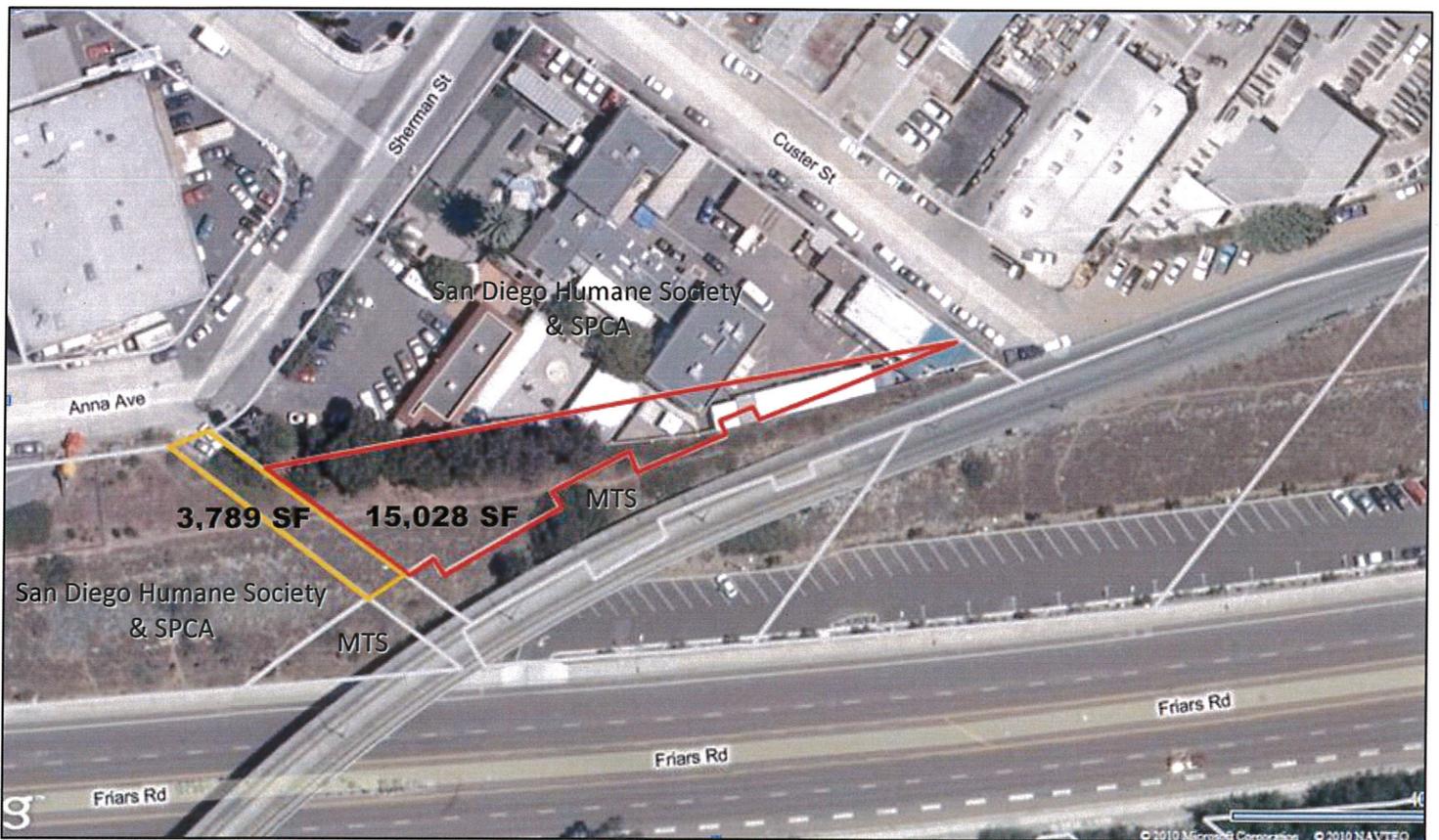
PREVIOUS COUNCIL and/or COMMITTEE ACTION: This item will be heard at the Land Use & Housing meeting on May 9, 2012.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: The key stakeholders would be the City of San Diego and San Diego Humane Society and S.P.C.A.

Barwick, James  
Originating Department

Deputy Chief/Chief Operating Officer



**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**[Humane Society; APN 436-451-05 and a portion of Morgan Street to be vacated]**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SAN DIEGO HUMANE SOCIETY AND S.P.C.A., a California nonprofit corporation ("BUYER"), to be effective as of the date of execution by CITY (the "Effective Date"), when signed by the parties and approved by the San Diego City Attorney.

**RECITALS**

A. CITY owns certain real property (the "Property") consisting of two parcels; the first is approximately 0.345 acre of land (APN 436-451-05) adjacent to 887 Sherman Street, San Diego, CA 92110, and encroached upon by certain improvements owned by BUYER ("Sherman Street Parcel"); and the second parcel is an approximately 0.087 acre portion of Morgan Street (the "Morgan Street Parcel") that needs to be vacated prior to the closing of the transaction contemplated by this Agreement (the "Closing"). The Sherman Street Parcel is legally described in **Exhibit A-1** and shown by crosshatching on **Exhibit A-2**. The Morgan Street Parcel is legally described in **Exhibit B-1** and shown by crosshatching on **Exhibit B-2**.

B. BUYER will be responsible for having the Morgan Street Parcel vacated within 120 days after the Effective Date and prior to the Closing.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

1. City Council Action Required. BUYER acknowledges that the closing of the transaction contemplated by this Agreement (the "Closing") is expressly conditioned on the San Diego City Council's (the "City Council's") prior authorization to sell the Property under this Agreement ("Council Authorization"), which may or may not be granted. CITY shall not be obligated for any loss, financial or otherwise, incurred by BUYER as a result of the City Council's failure to grant the Council Authorization. BUYER expressly waives any claim for expense or loss which BUYER incurs as a result of the failure to obtain Council Authorization.

2. Purchase and Sale; Property. Under the terms and conditions of this Agreement and subject to obtaining Council Authorization, CITY shall sell and convey the Property to BUYER, and BUYER shall purchase the Property from CITY.

3. Purchase Price. The purchase price of the Property ("Purchase Price") shall be Twenty-Eight Thousand Three Hundred Fifty Dollars (\$28,350).

4. Escrow. BUYER shall open an escrow (the "escrow") with Chicago Title Company, Attn: Janine Hudson, (the "Escrow Holder") within three (3) business days after the Effective Date. The Escrow shall be open as of the date (the "Open Date") BUYER delivers to Escrow Holder both this Agreement, signed by the parties, and the Deposit, defined below. Escrow Holder is located at 701 B Street, Suite 760, San Diego, CA 92101.

5. Due Diligence Period. BUYER shall have forty-five (45) days after the Open Date (the "Due Diligence Period") to conduct its due diligence to determine, in BUYER'S sole discretion, the feasibility of purchasing the Property and to resolve any matters that, if not corrected, would cause BUYER to terminate this Agreement ("BUYER'S Contingencies"). BUYER may waive the Due Diligence Period at any time. BUYER may terminate this Agreement by written notice to CITY given any time within the Due Diligence Period, in which event the Deposit will be immediately returned to BUYER.

5.1 Records Review. Upon reasonable prior notice to CITY, BUYER may review records in the possession and control of CITY'S Real Estate Assets Department pertaining to the Property. CITY'S Real Estate Assets Department shall make such records available to BUYER within ten (10) days after BUYER'S request. BUYER acknowledges that additional Property-related records may be in the possession and control of other CITY departments, including without limitation the Development Services Department. BUYER shall be solely responsible for contacting such other CITY departments to schedule a review of such additional records.

5.2 Notification Regarding BUYER'S Contingencies. BUYER shall notify CITY of any BUYER'S Contingencies it will waive or which will not be satisfied within the Due Diligence Period. BUYER'S failure to so notify CITY within the Due Diligence Period shall mean no BUYER'S Contingencies exist.

5.3 Preliminary Title Report Approval. CITY, at CITY'S expense, shall deliver to BUYER a Preliminary Title Report prepared by Chicago Title Company (Zona Weekley) for the Property. BUYER shall provide written disapproval of the Preliminary Title Report within the Due Diligence Period. BUYER'S failure to so provide such written disapproval shall be deemed BUYER'S approval of the Preliminary Title Report.

6. Entry. BUYER, or BUYER'S agent(s), may enter upon the Property for the purpose of conducting environmental studies, surveys, and other examinations as BUYER reasonably deems necessary to complete BUYER'S due diligence. BUYER shall notify CITY at least 48 hours prior each such entry on the Property.

7. Deposit.

7.1 Deposit. Upon opening of escrow, BUYER shall deliver to Escrow Holder Ten Thousand Dollars (\$10,000; the "Deposit") either in cash, by cashier's check, or other readily available federal funds delivered to Escrow Holder. Except as otherwise provided herein, the Deposit shall become non-refundable at the end of the Due Diligence Period and shall be applied to the Purchase Price if the Closing occurs.

7.2 If at any time during the Due Diligence Period BUYER decides not to purchase the Property, or if, despite the best efforts of BUYER the Morgan Street Parcel cannot be vacated and BUYER elects to terminate this Agreement pursuant to Section 9, the Deposit shall be returned to BUYER upon BUYER'S request to Escrow Holder.

8. Council Authorization. CITY shall seek Council Authorization as soon as reasonably practicable after the Due Diligence Period and when no BUYER'S Contingencies exist.

8.1 Denial. If the City Council votes to deny Council Authorization, this Agreement shall terminate and the Deposit shall be returned to BUYER upon BUYER'S request to Escrow Holder. CITY shall not be obligated for any loss, financial or otherwise, incurred by BUYER as a result of the City Council's denial of the Council Authorization. BUYER expressly waives any claim for expense or loss incurred by BUYER as a result of such denial.

8.2 Changed Terms. If the City Council votes to authorize the sale of the Property subject to changing certain terms of this Agreement, BUYER shall have ten (10) business days after final passage of the Council's enabling resolution to accept or reject the changed terms. If BUYER rejects the changed terms, BUYER may terminate this Agreement upon written notice to CITY and Escrow Holder, and the Deposit shall be returned to BUYER upon BUYER'S request to Escrow Holder. If BUYER accepts the changed terms, the parties shall execute and deliver an amendment to this Agreement incorporating such changed terms hereinto and proceed to the Closing as soon as reasonably practicable. CITY shall not be obligated for any loss, financial or otherwise, incurred by BUYER as a result of any such conditional City Council authorization or the Closing's delay caused thereby. BUYER expressly waives any claim for any such expense or loss which BUYER incurs.

9. Street Vacation. Within one hundred twenty (120) days after the Effective Date, BUYER shall, at BUYER'S sole cost and expense, submit all prerequisites to governmental action regarding the vacation of the Morgan Street Parcel. If BUYER fails to submit such prerequisites within such time period, CITY may terminate this Agreement by written notice delivered to BUYER and Escrow Agent, and the Deposit shall be delivered to CITY upon CITY'S request to Escrow Holder. CITY shall not be obligated for any loss, financial or otherwise, incurred by BUYER as a result of such termination of this Agreement by CITY. BUYER expressly waives any claim for expense or loss which BUYER incurs as a result of such termination. BUYER may terminate this Agreement and the Deposit shall be returned to BUYER if, despite the best efforts of BUYER, the Morgan Street Parcel cannot be vacated on terms and conditions reasonably acceptable to BUYER. Alternatively, if the Morgan Street Parcel cannot be so vacated, Buyer may elect to purchase the Sherman Street Parcel only and not the Morgan Street Parcel on all the same terms and conditions as set forth in this Agreement except that the Purchase Price shall be Twenty-Two Thousand Six Hundred Eighty Dollars (\$22,680.00) and the provisions regarding the vacation of Morgan Street Parcel shall not be applicable.

10. Close of Escrow. The Closing shall be held at Escrow Holder's offices within fifteen (15) days after the latest to occur of: (a) the date of final passage of the City Council action granting Council Authorization; (b) the date of final passage of the City Council action vacating the Morgan Street Parcel; and (c) the later to occur of the effective date of an amendment to this Agreement incorporating changed terms required by the City Council and accepted by BUYER, or such closing date as may be set forth in such an amendment.

10.1 Balance of Purchase Price. Prior to the Closing, BUYER shall deposit the balance of the Purchase Price (i.e., the Purchase Price, minus the Deposit), either in cash, by cashier's check, or other readily available federal funds delivered to Escrow Holder.

10.2 Parties to Sign Documents. Prior to the Closing, the parties shall execute and deliver all instruments and documents reasonably required by the other party and the Escrow Holder to effect the Closing.

10.3 Taxes. All ad valorem taxes and special taxes or assessments levied or assessed against the Property for the year of the Closing, if any, shall be prorated at the Closing, effective as of the Closing Date. If the Closing occurs before the tax rate or the assessed valuation is fixed for the then-current year, the prorating of ad valorem taxes shall use the tax rate and the assessed valuation for the preceding tax year. The prorating of ad valorem taxes shall be subject to later adjustment once the actual tax statements for the year of Closing have been received, which agreement to re-prorate taxes shall survive the Closing. However, CITY shall not be responsible for any increase in ad valorem taxes resulting from improvements made to the Property by BUYER after the Closing Date.

11. Title. At the Closing, CITY shall convey good and indefeasible fee simple title to the Property to BUYER or BUYER'S nominee by a grant deed substantially in the form attached hereto as **Exhibit C**, subject to all acts done or suffered by BUYER, or claims made by, through, or under BUYER and Chicago Title Company will issue to BUYER an Owner's Title Policy acceptable to BUYER showing title subject only to the matters approved by BUYER pursuant to Paragraph 5.3 above. To the actual knowledge of CITY'S Real Estate Assets Department without further inquiry, there are no unrecorded liens, leases, or encumbrances against the Property.

12. Escrow Costs. CITY shall pay: (a) Preliminary Title Report fees; (b) all San Diego County documentary transfer taxes; (c) the fee for a standard-coverage California Land Title Association ("CLTA") Title Insurance Policy; (d) all charges for CITY'S document drafting and recording; and (e) one-half (1/2) of the Escrow Holder's fee. BUYER shall pay: (a) one-half (1/2) of the Escrow Holder's fee; (b) the incremental cost of any additional or extended-coverage title insurance beyond a CLTA Title Insurance Policy, if requested by BUYER; and (c) all charges for BUYER'S document drafting and recording. The Escrow Holder shall prorate fees and costs between the parties at the Closing.

13. No Leasing or Marketing by CITY. CITY shall not enter into any new leases with respect to the Property, or market the Property for sale or exchange, after the Effective Date, unless this Agreement is terminated pursuant to its terms.

14. Loss or Damage to Prior to Closing. Loss or damage to the Property prior to the Closing shall be at BUYER'S risk.

15. Acceptance of Property "As-Is". BUYER acknowledges it is purchasing the Property "as-is," excepting any claims or liability arising from the established gross negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. BUYER is not relying on any representation or warranty of any

kind, express or implied, oral or written, made by CITY or its elected officials, officers, employees, representatives, and agents with respect to the physical condition of the Property, or with respect to the existence or absence of hazardous substances in, on, under, or affecting the Property. CITY has not and does not make any warranty or representation regarding the fitness of the Property for any particular use, or as to its quality or merchantability. CITY shall not be liable or bound in any manner by any warranties, guarantees, promises, statements, representations, or information, either express or implied, pertaining to the Property and made or furnished by any real estate agent, broker, employee, servant, or other person representing or purporting to represent CITY, except as made in this Agreement.

15.1 "Hazardous Substances". "Hazardous substances" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and is hereby incorporated into this Agreement.

15.2 Indemnity and Hold Harmless. BUYER shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, and employees, harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with environmental liabilities caused by BUYER'S use and occupancy of the Property at any and all times prior to the Closing. CITY shall protect, defend, indemnify and hold BUYER, its officials, officers, representatives, agents and employees harmless from and against any and all claims asserted or liability established which arise out of or are in any manner directly or indirectly connected with environmental liabilities which are caused by CITY's use and occupancy of the Property or which occurred or arose at any and all times prior to the Closing.

16. No Real Estate Commission. BUYER and CITY each represent, warrant, and acknowledge that no real estate commission, finder's fee, or broker's fee has been or will be incurred or paid by either party in connection with the purchase and sale of the Property under this Agreement. The rights and obligations of BUYER and CITY pursuant to this section shall survive the Closing or termination of this Agreement. If CITY is in default of this Agreement prior to the Closing, BUYER may, at its sole option and as its exclusive remedy for such default either: (a) terminate this Agreement by written notice to CITY and the Escrow Holder; or (b) if the default resulted from a failure to transfer possession and title to the Property to BUYER at the Closing, seek and enforce specific performance of this Agreement. BUYER may seek and enforce any remedy available at law or in equity: (a) if CITY defaults on its obligations under this Agreement after the Closing; and (b) for any claim related to this Agreement arising from the established gross negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. If BUYER is in default of this Agreement at any time, CITY may terminate this Agreement by written notice to BUYER and the Escrow Holder, and/or seek and enforce any other remedy available at law or in equity.

17. Default and Remedies. BUYER may seek and enforce any remedy available at law or in equity for any default by CITY of its obligations under this Agreement after the Closing; and for any claim related to this Agreement arising from the established gross

negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents.

17.1 Limited Liability. Excepting any claims or liability arising from the established gross negligence, recklessness, or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents, CITY'S liability for damages resulting from or under this Agreement shall be limited to either the Property or to the Purchase Price received by CITY, and without resort to any other CITY assets.

18. Time of Essence. Time is of the essence to the performance of each and every obligation under this Agreement.

19. Interpretation. This Agreement shall be governed by the laws of the State of California. The section headings are for convenience only and shall not interpret, define or limit the scope or content of this Agreement. If any party is made up of more than one person or entity, then all are identified in the singular in this Agreement. If any right of approval or consent by a party is provided for in this Agreement, the party shall exercise the right promptly and reasonably, unless this Agreement expressly gives such party the right to use its sole discretion. The term "business day" shall mean Monday through Friday, excluding holidays recognized by the State of California and the City of San Diego.

20. CITY'S Consent, Approval. Whenever required under this Agreement, CITY'S consent or approval shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor").

21. Amendments. The terms and provisions of this Agreement may only be modified or amended pursuant to a written instrument signed by all parties hereto.

22. Successors and Assigns. The provisions of this Agreement shall inure to and bind the successors and assigns of the parties, except for a bona fide purchaser not affiliated in any way with BUYER.

23. Assignment. This Agreement may not be assigned in whole or in part by BUYER without CITY'S prior written consent, which shall not be unreasonably withheld.

24. Attorney Fees & Costs. If any party brings an action or proceeding against another party under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment.

25. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed as follows:

CITY: THE CITY OF SAN DIEGO  
Attention: Director, Real Estate Assets  
Department

1200 Third Avenue, Suite 1700, MS 51A  
San Diego, CA 92101

*With a copy by First Class Mail to:* SAN DIEGO CITY ATTORNEY  
Attn: Real Property Section  
1200 Third Avenue, Suite 1100  
San Diego, CA 92101

BUYER: SAN DIEGO HUMANE SOCIETY AND  
S.P.C.A.  
Attn: Kim Shannon  
887 Sherman Street  
San Diego, CA 92110

With a copy to:

Procopio, Cory, Hargreaves & Savitch LLP  
Attn: Todd E. Leigh, Esq.  
525 B Street, Suite 2200  
San Diego, CA 92101

26. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

27. Waiver. The Property is publicly owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to insist upon the strict performance of any of BUYER'S obligations under this Agreement, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY'S waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY'S delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Agreement, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY'S failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

28. No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and BUYER, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of BUYER or any other party or entity.

29. Survival. Any obligation which accrues under this Agreement prior to the Closing or its termination shall survive the Closing or such termination.

30. Entire Agreement. This Agreement represents the entire agreement between the parties for the purchase and sale of the Property, and supersedes all prior negotiations, representations or agreements, either oral or written.

*(Remainder of page intentionally left blank)*

31. Authority to Contract. Each individual executing this Agreement on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this Agreement on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Agreement is binding upon such person or entity in accordance with its terms. Each person executing this Agreement on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

Date: 12/7/2011

SAN DIEGO HUMANE SOCIETY AND  
S.P.C.A, a California nonprofit corporation

BY: [Signature]  
Name: Kelly Riseley  
Title: CFO

Date: 12/14/11

THE CITY OF SAN DIEGO, a California  
municipal corporation

BY: [Signature]  
Name: James F. Barwick, CCIM  
Title: Director, Real Estate Assets

*Approved as to form and legality:*

JAN I. GOLDSMITH, San Diego City  
Attorney

BY: [Signature]  
Name: Brock Ladewig  
Title: Deputy City Attorney

Date: 12/14/11

**Exhibit A-1:**

LEGAL DESCRIPTION  
FOR STREET VACATION  
OF PORTIONS OF  
MORGAN AND SHERMAN STREETS

THOSE PORTIONS OF MORGAN STREET, FORMERLY ADAMS STREET), AND SHERMAN STREET OF VERNON PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NUMBER 569 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, OCTOBER 23, 1888, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 17 IN BLOCK 1 OF SAID MAP;

THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID MORGAN STREET AS DEDICATED PER SAID MAP, SOUTH 53° 25' 23" EAST, 143.77 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT OF WAY LINE OF MORGAN STREET WITH THE NORTHWESTERLY LINE OF THE RIGHT OF WAY DESCRIBED IN DEED TO "SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD", RECORDED IN THE CITY OF SAN DIEGO, JUNE 30, 1999 AS INSTRUMENT NO. 1999-457570, OF OFFICIAL RECORDS THROUGH WHICH A POINT A RADIAL BEARS NORTH 31° 31' 08" WEST;

THENCE WESTERLY ALONG THE ARC OF SAID NORTHWESTERLY LINE THROUGH A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 832.00 FEET THROUGH A CENTRAL ANGLE OF 01°50'39", A DISTANCE OF 26.78 FEET TO THE SOUTHERLY RIGHT OF LINE OF MORGAN STREET;

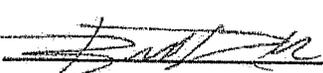
THENCE ALONG SAID SOUTHERLY LINE, NORTH 53° 25' 23" WEST, 159.21 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF ANNA AVENUE AS DEDICATED PER CITY OF SAN DIEGO ORDINANCE 5482 (N.S.) ON NOVEMBER 10, 1953 SHOWN ON STREET OPENING -11-218 ON FILE AT THE ENGINEERING MAPS AND RECORDS DEPARTMENT OF THE CITY OF SAN DIEGO AND THE SOUTHERLY RIGHT OF WAY LINE OF MORGAN STREET (SOUTHERLY LIMIT OF SHERMAN STREET AS SHOWN ON MAP 569);

THENCE NORTH 81° 35' 52" EAST, 35.37 FEET TO THE POINT OF BEGINNING  
CONTAINS APPROXIMATELY 0.087 AC

RESERVING THEREFROM A GENERAL UTILITY AND ACCESS EASEMENT GRANTED TO THE CITY OF SAN DIEGO OVER THE ABOVE DESCRIBED PROPERTY.

PTS NO 171768

DWG 20997-B

  
William R. Dick LS 5276

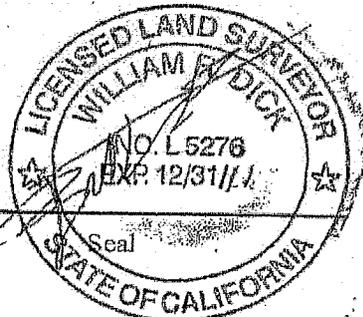
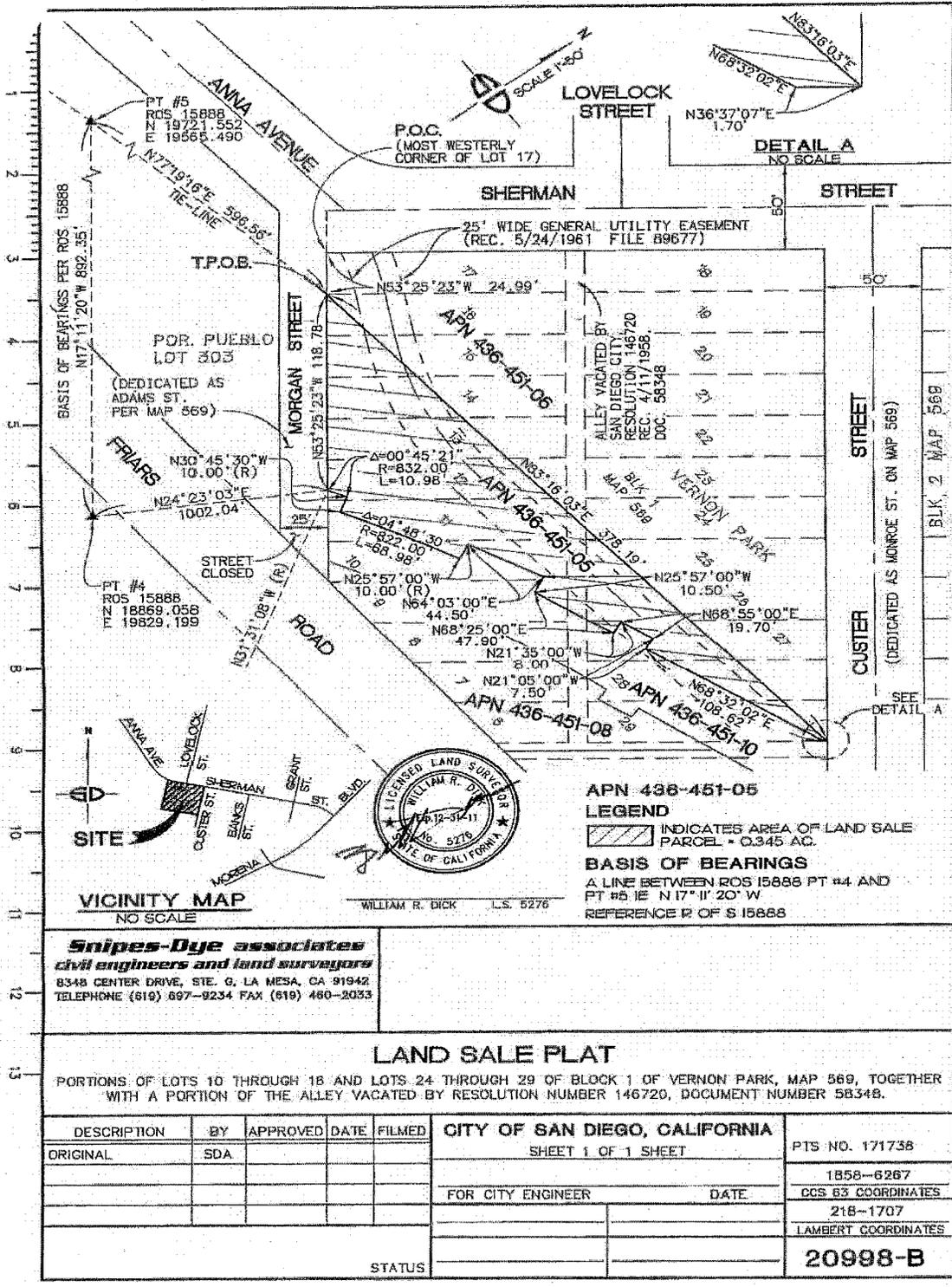


Exhibit A-2:



**Snipes-Dye associates**  
 civil engineers and land surveyors  
 8348 CENTER DRIVE, STE. G, LA MESA, CA 91942  
 TELEPHONE (619) 697-9234 FAX (619) 480-2033

**LAND SALE PLAT**  
 PORTIONS OF LOTS 10 THROUGH 18 AND LOTS 24 THROUGH 29 OF BLOCK 1 OF VERNON PARK, MAP 569, TOGETHER  
 WITH A PORTION OF THE ALLEY VACATED BY RESOLUTION NUMBER 146720, DOCUMENT NUMBER 58348.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS NO. 171738
ORIGINAL	SDA				SHEET 1 OF 1 SHEET	1858-6267
					FOR CITY ENGINEER	CCS 63 COORDINATES
					DATE	218-1707
						LAMBERT COORDINATES
					STATUS	<b>20998-B</b>

Exhibit A-2

**Exhibit B-1:**

LAND SALE

LEGAL DESCRIPTION

THAT PORTION OF LOTS 9 THROUGH 16 AND LOTS 24 THROUGH 29 OF BLOCK 1 OF VERNON PARK, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NUMBER 569 FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, OCTOBER 23, 1888; TOGETHER WITH THAT PORTION OF THE ALLEY IN SAID BLOCK 1 AS VACATED BY RESOLUTION NUMBER 146720 OF SAN DIEGO CITY COUNCIL AND FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, APRIL 11, 1958 AS DOCUMENT NUMBER 58348 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT 17 IN SAID BLOCK 1, ALSO BEING THE MOST NORTHERLY CORNER PARCEL 2 OF THAT PROPERTY DESCRIBED IN A GRANT DEED FROM THE CITY OF SAN DIEGO TO THE SAN DIEGO HUMANE SOCIETY AND S.P.C.A., ACCORDING TO GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, JUNE 23, 1999, AS DOCUMENT NUMBER 1999-0438799;

THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE THEREOF, ALSO BEING THE NORTHERLY LINE OF MORGAN STREET AS DEDICATED PER SAID MAP, SOUTH 53° 45' 27" EAST, 24.99 FEET TO THE SOUTHERLY CORNER OF SAID PARCEL 1, ALSO BEING THE **TRUE-POINT-OF-BEGINNING**;

THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF THE PROPERTY DESCRIBED IN SAID DEED, NORTH 83° 16' 03" EAST 378.19 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL 1, ALSO BEING THE EASTERLY CORNER OF LOT 29 OF SAID BLOCK 1;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 29 SOUTH 36° 37' 07" WEST, 1.70 FEET TO THE NORTHERLY LINE OF THE PROPERTY DESCRIBED IN A GRANT DEED FROM THE CITY OF SAN DIEGO TO THE SAN DIEGO METROPOLITAN TRANSIT DEVELOPMENT BOARD, ACCORDING TO GRANT DEED FILED IN THE OFFICE OF THE SAN DIEGO COUNTY RECORDER, JUNE 30, 1999, AS DOCUMENT NUMBER 1999-0457570;

THENCE ALONG SAID NORTHERLY LINE SOUTH 68° 32' 02" WEST, 108.62 FEET;

THENCE ALONG SAID NORTHERLY LINE NORTH 21° 05' 00" WEST, 7.50 FEET;

THENCE ALONG SAID NORTHERLY LINE SOUTH 68° 55' 00" WEST, 19.70 FEET;

THENCE ALONG SAID NORTHERLY LINE SOUTH 21° 35' 00" EAST, 8.00 FEET;

THENCE ALONG SAID NORTHERLY LINE SOUTH 68° 25' 00" WEST, 47.90 FEET;

THENCE ALONG SAID NORTHERLY LINE NORTH 25° 57' 00" WEST, 10.50 FEET;

THENCE ALONG SAID NORTHERLY LINE SOUTH 64° 03' 00" WEST, 44.50 FEET;  
THENCE ALONG SAID NORTHERLY LINE SOUTH 25° 57' 00" EAST, 10.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 822.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 25° 57' 00" WEST;  
THENCE ALONG SAID NORTHERLY LINE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 48' 30" A DISTANCE OF 68.98 FEET;  
THENCE ALONG SAID NORTHERLY LINE NORTH 30° 45' 30" WEST 10.00 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 832.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 30° 45' 30" WEST;  
THENCE ALONG SAID NORTHERLY LINE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 45' 21" A DISTANCE OF 10.98 FEET TO THE NORTHERLY LINE OF MORGAN STREET AS DEDICATED PER SAID MAP;  
THENCE NORTHWESTERLY ALONG THE NORTHERLY LINE OF MORGAN STREET, NORTH 53° 25' 23" WEST, 118.78 FEET TO THE TRUE-POINT-OF-BEGINNING;

CONTAINS APPROXIMATELY 0.345AC  
PTS NO. 171738  
DWG NO 20998-B

 4/1/10  
\_\_\_\_\_  
William R. Dick LS 5276

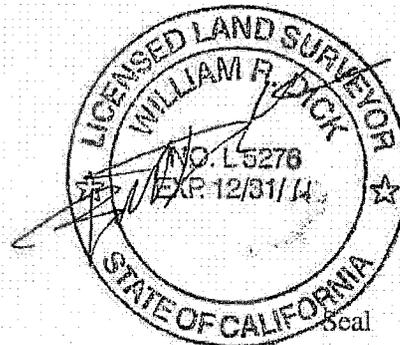
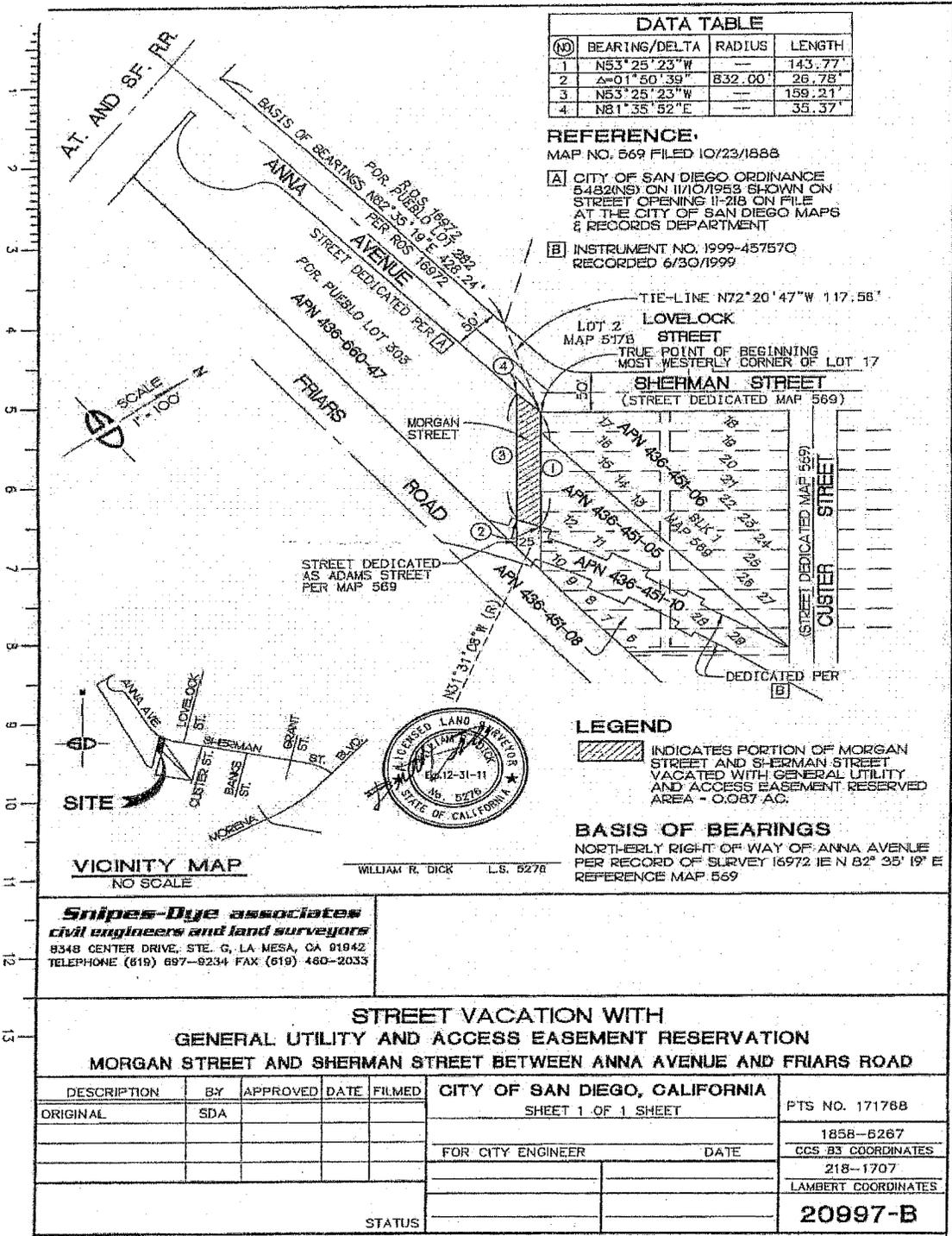


Exhibit B-2:



**Snipes-Dye associates**  
 civil engineers and land surveyors  
 9348 CENTER DRIVE, STE. G, LA MESA, CA 91042  
 TELEPHONE (619) 697-8234 FAX (619) 460-2033

**STREET VACATION WITH  
 GENERAL UTILITY AND ACCESS EASEMENT RESERVATION  
 MORGAN STREET AND SHERMAN STREET BETWEEN ANNA AVENUE AND FRIARS ROAD**

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	PTS NO. 171768
ORIGINAL	SDA				SHEET 1 OF 1 SHEET	1858-5267
					FOR CITY ENGINEER	CCS_B3 COORDINATES
					DATE	218-1707
						LAMBERT COORDINATES
					STATUS	<b>20997-B</b>

**Exhibit A to Grant Deed: Legal Description**

Exhibit C

**Exhibit C:**

*Recording requested by  
The City of San Diego*

When Recorded Mail to:  
OFFICE OF THE CITY CLERK  
THE CITY OF SAN DIEGO  
202 "C" St., 2<sup>ND</sup> FLOOR, MS 2A  
SAN DIEGO, CA 92101

**APN 436-451-05 AND  
APN (to be determined)**

*SPACE ABOVE FOR RECORDER'S USE  
NO RECORDING FEE DUE CALIF. GOV. CODE §6103*

**GRANT DEED**

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged,

**THE CITY OF SAN DIEGO,**  
a California municipal corporation ("GRANTOR"),

HEREBY GRANTS TO

**SAN DIEGO HUMANE SOCIETY AND S.P.C.A.,**  
a California nonprofit corporation ("GRANTEE"),

ALL THAT REAL PROPERTY consisting of consisting of approximately 0.345 acres of unimproved land (APN 436-451-05) and an approximately 0.087 acre portion of the vacated Morgan Street (APN *to be determined*) located in the City of San Diego, County of San Diego, State of California, and more particularly described in the attached **Exhibit A to Grant Deed: Legal Description**, together with all rights and appurtenances thereto.

**San Diego City Council Authorizing Resolution No. R-** \_\_\_\_\_

**Date of Final Passage:** \_\_\_\_\_

GRANTOR:

THE CITY OF SAN DIEGO, a California municipal corporation

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit C

