

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

DATE: 05/17/2012

ORIGINATING DEPARTMENT: Real Estate Assets

SUBJECT: Sale of a portion of land in the 11700 block of Woodside Ave, Lakeside, CA

COUNCIL DISTRICT(S): N/A - Not within the City of San Diego.

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

DESCRIPTIVE SUMMARY OF ITEM:

Authorize the sale of a portion of APN 382-260-12 located on Woodside Ave in Lakeside so that the County of San Diego Flood Control District can construct drainage improvements on the property. The City will reserve an easement for its existing water pipe.

STAFF RECOMMENDATION:

Approve the Requested Actions.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

The City of San Diego ("City") owns 7.73 acres of property, APN 382-260-12, located on the 11700 block of Woodside Avenue near Riverview Avenue in Lakeside ("the Property"). The Property consists of undeveloped land owned by the City's Public Utilities Department and located within the regulatory jurisdiction of the County of San Diego and within the Riverway Specific Plan established by the County which provides, among other things, flood control improvements.

In the past, storm runoff has inundated the existing drainage system in the area, flooding properties between Woodside Ave and Highway 67. Therefore, in order to prevent the flooding, the County of San Diego has plans to construct drainage improvements on a 27,810 square foot portion of the Property.

This item is requesting authorization to sell 27,810 square feet (0.63 acres) of City property to the County of San Diego Flood Control District ("County") for \$401,000; reserve a 5,367 square foot general utility easement for an existing City water pipe and other utilities; grant a 2,994 SF General Utility Easement to Helix Water District and Padre Dam Municipal Water District for their existing water pipes; and provide the County with a 19,929 square foot temporary construction easement on City-owned property.

In addition, since the County's plans require a portion of an existing City water pipe to be relocated, this item would authorize the acquisition of a 973 square foot easement from the County for relocation of the City's existing pipeline, at no cost to the City.

FISCAL CONSIDERATIONS:

All proceeds from the sale of the Property, net of costs related to its sale, will be deposited in the Capital Outlay - Water Purpose Fund 400004.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

N/A - EOCP Memo dated 11/14/11.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

This item is will be heard at an upcoming Land Use & Housing Committee meeting.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The County's drainage project will benefit the immediate community area. Additional stakeholders are Helix Water District and Padre Dam Municipal Water District.

Barwick, James

Originating Department

Deputy Chief/Chief Operating Officer



REAL ESTATE PURCHASE AND SALE AGREEMENT

11700 Block of Woodside Avenue [portion of APN 382-260-12]

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and the COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT, a political subdivision of the State of California ("DISTRICT"), collectively referred to as "Parties", to be effective when executed by both parties hereto and approved by the San Diego City Attorney ("Effective Date").

RECITALS

- I. CITY owns certain real property consisting of approximately 7.73 acres of land along Woodside Avenue, Lakeside, California. DISTRICT intends to purchase a portion of APN 382-260-12 consisting of approximately 0.638 acres of CITY's property (the "Property") for the Woodside Avenue Flood Control project ("Project").
- II. CITY and DISTRICT are parties to that certain AGREEMENT FOR USE AND OCCUPANCY dated March 12, 2012 ("Use Agreement," attached as Exhibit C, Agreement for Use and Occupancy), under which DISTRICT has commenced construction of the Project.
- III. CITY is willing to sell the Property based upon negotiations and as contemplated by the Use Agreement.
- IV. CITY had previously reserved a thirty-five (35) foot wide easement for street and street-related and utility purposes on the adjacent property ("Adjacent Property," APN 382-260-13) now owned by the UNITED STATES OF AMERICA ("USA"), recorded April 2, 1986, as Instrument No. 86-126556 in the Official Records of San Diego County, because there was/is an existing CITY water line on the Adjacent Property.
- V. DISTRICT has obtained an approximate 973 square foot easement on the Adjacent Property from the USA ("USA Easement"), recorded August 3, 2011 as Instrument No. 2011-0395239 in the Official Records of San Diego County, for the relocation of CITY's water line to accommodate the Project.
- VI. On October 21, 1954, CITY passed a Resolution 120818 granting permission to the La Mesa, Lemon Grove and Spring Valley Irrigation Districts to install a main feeder pipeline in/near a portion of CITY's El Monte pipeline right of way. Over time, the rights granted in that Resolution were transferred to Helix Water District and Padre Dam Municipal Water District. Through those rights granted by CITY, Helix Water District and Padre Dam Municipal Water District each have existing water pipes which will be affected by the DISTRICT's Project. Because the continued delivery of potable water to the general public and the citizenry and businesses of San Diego County is of primary concern for the health, safety, and welfare of said citizens, businesses, and the general public, CITY and DISTRICT acknowledge the need to protect Helix Water District and

Padre Dam Municipal Water District's abilities to continue their delivery of water and to ensure their continued right to the installation, maintenance and repair of those water pipes, whether the water pipes are to be located on the Property and/or on the Adjacent Property.

Based on the above-stated recitals, which are hereby deemed true and correct, and by reference are incorporated into this Agreement, the Parties agree to the following terms and conditions:

1. City Council Action Required. DISTRICT acknowledges that the closing of the transaction contemplated by this Agreement (the "Closing") is expressly conditioned on prior authorization by the San Diego City Council ("Council Authorization"), which may or may not be granted. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by DISTRICT as a result of the City Council's withholding of such authorization. DISTRICT expressly waives any claim for expense or loss that DISTRICT might incur as a result of CITY'S failure to close the transaction contemplated by this Agreement and/or to receive Council Authorization.

2. Purchase and Sale; Property. Under the terms and conditions of this Agreement and contingent on obtaining Council Authorization, CITY shall sell and convey to DISTRICT, and DISTRICT shall purchase from CITY, the following property interests, as further described in the documents attached hereto as "Exhibit A-1, Grant Deed", "Exhibit A-2, Utility Easement", and "Exhibit A-3, Temporary Construction Easement", and as shown on "Exhibit B, Property".
 - a) Drainage portion of the Parcel (Parcel No. 2008-0277-A) in fee. A Non Exclusive General Utility Easement, and those rights granted pursuant to City of San Diego Resolution 120818, dated October 21, 1954 (which CITY has transferred to Helix Water District and Padre Dam Municipal Water District), will be reserved by the CITY from the DISTRICT's fee acquisition;
 - b) General Utility Easement (Parcel No. 2008-0277-B);
 - c) Temporary Construction Easement (Parcel No. 2008-0277-C). The Temporary Construction Easement shall terminate upon the GRANTEE's drainage project (for which this conveyance is made) completion or December 31, 2016, whichever occurs earlier.

The legal description of the property interests referenced above shall be prepared by DISTRICT.

3. Purchase Price. The purchase price for the property interests being conveyed by this Agreement ("Purchase Price") shall be FOUR HUNDRED ONE THOUSAND DOLLARS (\$401,000).

4. Escrow. DISTRICT has opened escrow number 23006170-MJ (the "Escrow") with Fidelity National Title Company at 4350 La Jolla Village Drive, Suite 350, San Diego, CA 92122 (the "Escrow Holder") on April 2, 2012 (the "Open Date"). If escrow for the DISTRICT'S acquisition of the Property set forth in Clause 2 above, does not close on or before August 9, 2012, the District will seek authorization to commence eminent domain proceedings to acquire the Property.
5. City Council and County Board Authorization. CITY shall seek Council Authorization, and the DISTRICT shall immediately seek approval from San Diego County Flood Control District Board of Directors ("Board"), for authorization to enter into this Agreement, in order to accommodate a close of escrow date of August 9, 2012, or sooner.
6. DISTRICT'S Engineering. DISTRICT shall, at DISTRICT's cost and expense, prepare the legal descriptions for the property interests to be acquired by the DISTRICT. All Engineering shall be approved by the City of San Diego Development Services Department prior to recordation. (Note: DISTRICT represents that a Certificate of Compliance is not required as the District is exempt from the provisions of the Subdivision Map Act).
7. Easement on USA Property. As part of DISTRICT's Project, DISTRICT agrees to obtain consent from the USA to assign and/or grant the USA Easement to CITY, Helix Water District, and/or Padre Dam Municipal Water District so that their respective pipes can be relocated by DISTRICT, at DISTRICT's sole cost and expense, onto the USA's adjacent property.
 - 7.1 All work in connection with the relocation, construction, and installation of the CITY's underground water line shall be done without cost or expense to CITY.
 - 7.2 Prior to the expiration of the USA Easement (i.e., August 1, 2051), DISTRICT shall, at no cost to CITY, diligently pursue obtaining an extension of the USA Easement so that there shall be no lapse in the rights granted thereunder. If the USA Easement is not so extended, DISTRICT shall provide an alternate, substantially equivalent easement (or otherwise acceptable to CITY) and relocate CITY's water line and related facilities, all at no cost to CITY and without any interruption in CITY's use and operation thereof.
8. Deposit. Upon opening of escrow, DISTRICT deposited with Escrow Holder the sum of TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED DOLLARS (\$211,300) (the "Deposit"). The Deposit shall be applied to the Purchase Price.

9. Close of Escrow. The Close of Escrow and recordation of the Grant Deed and Easement Deeds for the DISTRICT's purchase herein shall occur within fifteen (15) business days after approval by CITY's City Council and DISTRICT's Board of Directors, whichever is later.
 - a. Balance of Purchase Price. DISTRICT shall deposit the balance of the Purchase Price in the amount of ONE HUNDRED EIGHTY NINE THOUSAND SEVEN HUNDRED DOLLARS (\$189,700), either in cash, by cashier's check, or other readily available federal funds with Escrow Holder, prior to the Closing.
 - b. Parties to Sign Documents. Prior to the Closing, the Parties shall execute and deliver all instruments and documents reasonably required by each party and the Escrow Holder to effect the Closing.
10. Property Taxes/Special Assessments. The DISTRICT is purchasing only a portion of APN 382-260-12 in fee, and as such it is not possible for Escrow to accurately prorate the property taxes and special assessments at the Close of Escrow. However, CITY agrees to pay all taxes when due, including prorated taxes and special assessments for the current year due on the date DISTRICT took possession of the Property.
11. Title Matters. Fidelity National Title has issued a Preliminary Title Report No. 08-725118252-B-PP ("PR"), dated March 14, 2012, reflecting the status of title to the Property. However, subject to paragraph 14 below, DISTRICT accepts the Property in its current "As Is" condition.
12. Title Insurance. Title Insurer shall issue a standard-coverage California Land Title Association ("CLTA") Title Insurance Policy insuring DISTRICT's title to the Property in the amount of the Purchase Price.
13. Escrow Costs. DISTRICT shall pay: (a) Preliminary Title Report fees; (b) all San Diego County documentary transfer taxes, if any; (c) the fee for a standard-coverage CLTA Title Insurance Policy; (d) all charges for document drafting and recording; (e) the entire Escrow Holder's fee; and (f) the incremental cost of any additional or extended-coverage title insurance beyond a CLTA Title Insurance Policy, if requested by DISTRICT. CITY shall pay: (a) all taxes when due, including prorated taxes and special assessments for the current year due on the date DISTRICT took possession of the Property.
14. Loss or Damage Prior to Closing. Loss or damage to the Property prior to the Closing shall be at DISTRICT'S risk pursuant to the Use Agreement.

15. Acceptance of Property "As-Is". DISTRICT 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. DISTRICT 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. "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.
16. Indemnity and Hold Harmless. DISTRICT 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 DISTRICT'S use and occupancy of the Property at any and all times prior to the Closing.
17. No Real Estate Commission. DISTRICT 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 DISTRICT and CITY pursuant to this section shall survive the Closing or termination of this Agreement.
18. Default and Remedies. If CITY, after receiving Council Authorization, is in default of this Agreement prior to the Closing, DISTRICT 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 DISTRICT at the Closing, seek and enforce specific performance of this Agreement. DISTRICT may seek and enforce any remedy available at law or in equity: (a) if CITY, after receiving Council Authorization, defaults on its obligations under this Agreement after the Closing; and (b) for any claim related to this Agreement arising from the established active negligence or intentional misconduct of CITY and its elected officials, officers, employees, representatives, and agents. If DISTRICT is in default of this Agreement at any time, CITY may terminate this Agreement by

written notice to DISTRICT and the Escrow Holder, and/or seek and enforce any other remedy available at law or in equity.

19. Limited Liability. Excepting any claims or liability arising from the established active negligence 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.
20. Time of Essence. Time is of the essence as to the performance of each and every obligation under this Agreement.
21. 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.
22. 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").
23. Amendments. The terms and provisions of this Agreement may only be modified or amended pursuant to a written instrument signed by all Parties hereto.
24. 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 DISTRICT.
25. Assignment. This Agreement may not be assigned in whole or in part by DISTRICT without CITY's prior written consent.
26. 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: James F. Barwick, CCIM, Director
Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101

DISTRICT: COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT

Attention: April F. Heinze, P.E., Director
Department of General Services
5560 Overland Avenue, Suite 410
San Diego, CA 92123

27. 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.
28. 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 DISTRICT'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 of this Agreement. 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.
29. No Affiliation. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and DISTRICT, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of DISTRICT or any other party or entity.
30. Survival. Any obligation which accrues under this Agreement prior to the Closing or its termination shall survive the Closing or such termination.
31. 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.
32. Authority to Contract. Each individual executing this Agreement on behalf of the specified public agency represents and warrants that they are authorized to execute and deliver this Agreement on behalf such public agency in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under the law and 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.

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

Date: _____

COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT, a political subdivision of the State of California

BY: _____
April F. Heinze, P.E.,
Director, Department of General Services

Date: _____

THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
James F. Barwick, CCIM
Director, Real Estate Assets Department

Approved as to form and legality:

JAN I. GOLDSMITH, San Diego City Attorney

BY: _____

Name: _____

Title: _____

- Exhibit A-1: Grant Deed
- Exhibit A-2: Non Exclusive General Utility Easement
- Exhibit A-3: Temporary Construction Easement
- Exhibit B: Property
- Exhibit C: Agreement for Use and Occupancy

Exhibit "A-1"
Grant Deed

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

EXHIBIT A-1

WITH A COPY TO :

Office of the City Clerk
City of San Diego
202 "C" St., 2nd Floor, MS 2A
San Diego, CA 92101

Portion of APN 382-260-12
CO. RES NO. 2008-0277-A

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

COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT ("GRANTEE**"),**

ALL THAT REAL PROPERTY consisting of 27,810 square feet of unimproved land on a portion of Assessor's Parcel Number 382-260-12 in fee (the "Property").

The Property is located in the County of San Diego, State of California, and more particularly described in the attached **Exhibit A to Grant Deed: Legal Description**, and further identified as Parcel No. 2008-0277-A on **Exhibit B: Property**, together with all rights and appurtenances thereto.

GRANTOR reserves from the GRANTEE'S fee acquisition, for GRANTOR'S benefit and for the benefit of Helix Water District and Padre Dam Municipal Water District, a 5,367 square foot General Utility Easement ("GUE") more particularly described in the attached **Exhibit A to Grant Deed: Legal Description**, and **Exhibit B: Property**, and those rights granted pursuant to City of San Diego Resolution 120818, dated October 21, 1954, to access, construct, install, operate, maintain, repair, restore, and/or replace **Water Pipelines** within that area of the Property, together with pedestrian and motorized vehicle access for ingress and egress thereto by the most practicable route available at the time and from time to time to and from the nearest public right of way;

GRANTOR, Helix Water District and Padre Dam Municipal Water District shall each have the right to access and enter the GUE at all times, without prior notice to GRANTEE, for the purpose of performing maintenance, inspections, repairs or improvements of the Pipeline.

GRANTEE shall have the right to freely use the GUE area for any purpose that is not inconsistent or incompatible with the rights reserved by GRANTOR for GRANTOR, Helix Water District and Padre Dam Municipal Water District within the GUE. Notwithstanding the foregoing, the following uses shall be prohibited within the GUE without GRANTOR's prior written consent: the construction of buildings, masonry walls, masonry fences, and other structures (other than that certain drainage project of GRANTEE's for which this conveyance is made), the planting or growing of trees; the changing of the surface grade (other than GRANTEE's drainage project); and the installation of pipelines and underground utilities.

San Diego City Council Authorizing Resolution No. R-_____

Date of Final Passage: _____

GRANTOR: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
James F. Barwick, CCIM
Director, Real Estate Assets

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **San Diego County Flood Control District**, a political subdivision and/or governmental agency, is hereby accepted on behalf of its Board, pursuant to authority conferred by Resolution of said Board adopted on **February 25, 1992**, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ BY: _____
THOMAS G. HARRINGTON, Senior Land Surveyor
Real Estate Services Division
Department of General Services

This is to certify that the interest in real property conveyed to **HELIX WATER DISTRICT**, is hereby accepted by order of the Board of Directors, or by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Board Resolution No. 12-11, adopted on March 7, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ BY: _____
James A. Tomasulo
Director of Engineering

This is to certify that the foregoing interest in real property conveyed to **Padre Dam Municipal Water District** is hereby accepted by the undersigned officer on behalf of the Board of Directors of Padre Dam Municipal Water District pursuant to authority conferred by Resolution No. 97-31 of said board adopted on May 27, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ BY: _____
Albert C. Lau, P.E.
Director of Engineering and Planning

Exhibit A to Grant Deed: Legal Description**Parcel No. 2008-0277-A ACQ****(12-28-2011)****(TGH:WAR:tgh)**

That portion of Lot 2 of Riverview Farms in the County of San Diego, State of California, according to Map thereof No. 1683 filed in the Office of the County Recorder of San Diego County on February 25, 1916, included in that land described in deed filed in the Office of said Recorder on August 11, 1930 in Book 1800 at page 324 (Grantor's Land), more particularly described as follows:

BEGINNING at a point on the southerly line of said Lot 2, also being on the northerly right-of-way line of Woodside Avenue (30.00 feet half width) and the southwest corner of property granted to the United States of America per deed recorded April 2, 1986 per Doc. No. 86-126556 (NAVY'S DEED) in the Office of said Recorder; thence along said northerly right-of-way line South 81°29'09" West 66.98 feet;
 thence leaving said right-of-way line, North 18° 55'15" West 151.32 feet;
 thence North 11°35'55" West 162.32 feet to a point on the arc of a non-tangent 4105.00 foot radius curve, concave northerly and on the southeasterly line of California State Highway XI-SD-198-B, a radial line bears South 17°09'36" East;
 thence northeasterly on the arc of said curve 98.00 feet through a central angle of 01°22'04" to the northwest corner of property granted per NAVY'S DEED;
 thence along the westerly line of said NAVY'S DEED South 09°37'37" East (South 10°02'43" East per NAVY DEED) 326.86 feet to the **POINT OF BEGINNING**.

TOGETHER WITH all tenements, hereditaments, water and other rights, easements and appurtenances thereunto belonging or appertaining, and all of Grantor's right, title and interest, if any, in and to any alleys, streets, ways, strips or gores or railroad rights-of-way abutting, adjoining or appurtenant to said land and in any means of ingress or egress appurtenant thereto.

CONTAINING: 0.638 acres more or less.

RESERVING THEREFROM a General Utility Easement ("GUE"), together with the right of ingress and egress over, under, along and across that portion, described as follows: The Southerly 73.50 feet of the above described parcel of land as measured at right angles to said Northerly right-of-way line of Woodside Avenue.

[Grant Deed]

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ (date) before me, _____
(name and title of the officer) personally appeared _____
_____ (name(s) of signer(s)), who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit B to Grant Deed: Property

EXHIBIT B
PROPOSED ACQUISITIONS



1 INCH = 40 FEET

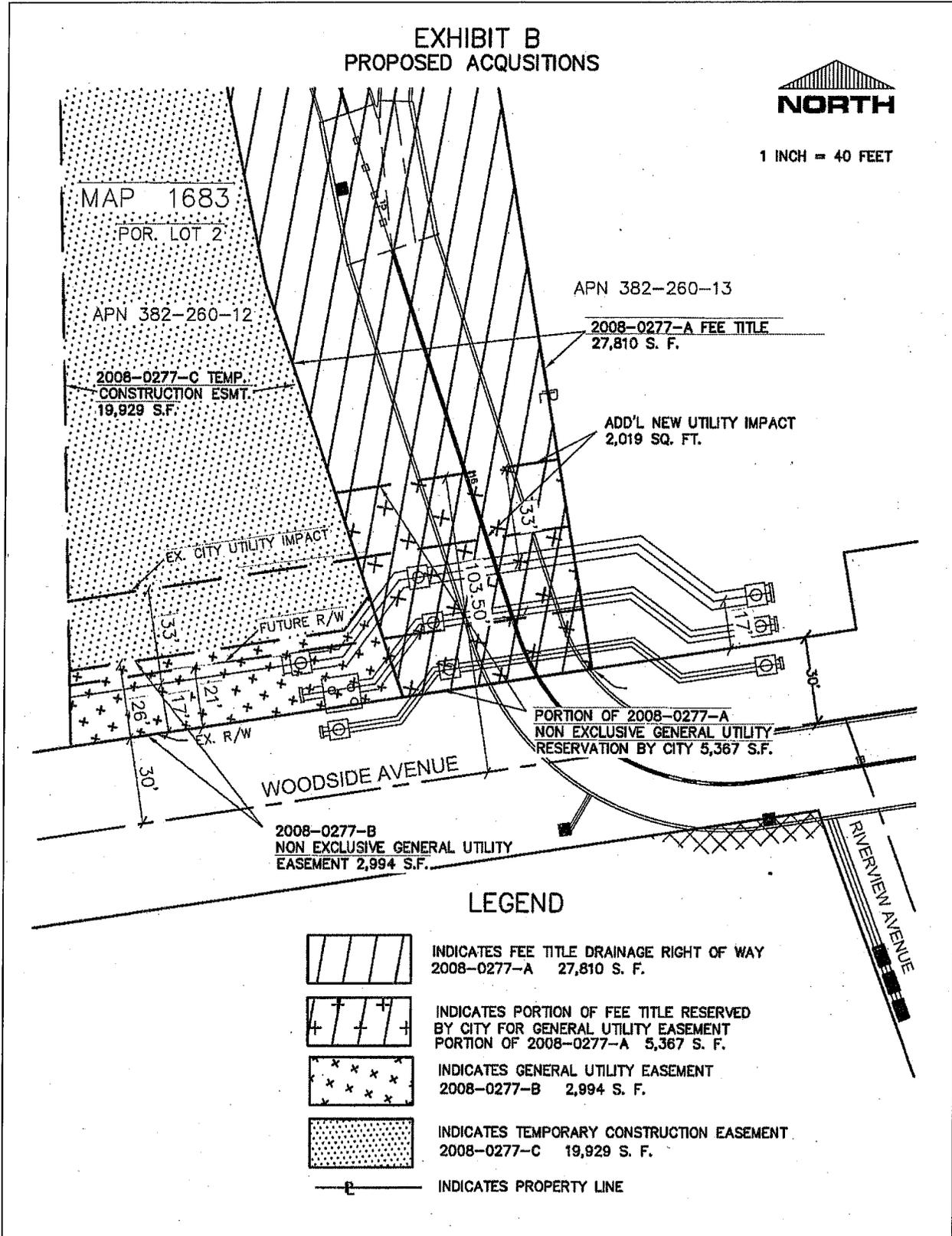


Exhibit "A-2"
Non Exclusive General Utility Easement

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

WITH A COPY TO :

Office of the City Clerk
City of San Diego
202 "C" St., 2nd Floor, MS 2A
San Diego, CA 92101

EXHIBIT A-2

NO TRANSFER TAX DUE
Assessor's Parcel No: 382-260-12

Project: Woodside Ave. Flood Control Improv.
W.A. No.: FCDT-00224
Parcel No.: 2008-0277-B

NON-EXCLUSIVE GENERAL UTILITY EASEMENT

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

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

HEREBY GRANTS TO

HELIX WATER DISTRICT AND PADRE DAM MUNICIPAL WATER DISTRICT
("GRANTEES"),

A non-exclusive permanent general utility easement to construct, reconstruct, maintain, operate and repair public utilities and for associated access purposes, over, under, along and across that real property situated in the County of San Diego, State of California, further identified as Parcel No. 2008-0277-B on the attached Exhibit A and more particularly described as follows:

That portion of Lot 2 of Riverview Farms in the County of San Diego, State of California, according to Map thereof No. 1683 filed in the Office of the County Recorder of San Diego County on February 25, 1916, included in that land described in deed filed in the Office of said Recorder on August 11, 1930 in Book 1800 at page 324, more particularly described as follows:

COMMENCING at a point on the southerly line of said Lot 2, also being on the northerly right-of-way line of Woodside Avenue (30.00 feet half width) and the southwest corner of property granted to the United States of America per deed recorded April 2, 1986 per Doc. No. 86-126556 (NAVY'S DEED) in the Office of said Recorder;

thence along said northerly right-of-way line South 81°29'09" West (S 81°03'00" W per NAVY'S DEED) 66.98 feet, to the **TRUE POINT OF BEGINNING**;

thence continuing along said northerly right-of-way line South 81°29'09" West 116.69 feet;

thence leaving said right-of-way line, North 01° 22' 26" West 26.20 feet;

thence North 81° 29' 09" East 96.34 feet;

thence North 36° 29' 09" East 14.72 feet;

thence South 18° 55 '15" East 37.02 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 0.069 acres more or less.

GRANTOR, its heirs and assigns, shall have the right to freely use the above-described parcel of land for any purpose that is not inconsistent or incompatible with the rights reserved by Grantor. Notwithstanding the foregoing, the following uses shall be prohibited within the easement without Grantor's prior written consent: the construction 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 pipe lines.

GRANTEES shall neither transfer nor assign this easement or any interest therein, nor grant any interest, privilege, or license whatsoever in connection with this easement without the prior written consent of the GRANTOR.

San Diego City Council Authorizing Resolution No. R-_____
Date of Final Passage: _____

GRANTOR: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
James F. Barwick, CCIM
Director, Real Estate Assets

This is to certify that the interest in real property conveyed to **HELIX WATER DISTRICT**, is hereby accepted by order of the Board of Directors, or by the undersigned officer or agent on behalf of the Board of Directors pursuant to authority conferred by Board Resolution No. 12-11, adopted on March 7, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ BY: _____
James A. Tomasulo
Director of Engineering

This is to certify that the foregoing interest in real property conveyed to **Padre Dam Municipal Water District** is hereby accepted by the undersigned officer on behalf of the Board of Directors of Padre Dam Municipal Water District pursuant to authority conferred by Resolution No. 97-31 of said board adopted on May 27, 1997, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ BY: _____
Albert C. Lau, P.E.
Director of Engineering and Planning

STATE OF _____ }
COUNTY OF _____ } SS

On _____ before me, _____
_____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and 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.

FOR NOTARY SEAL OR STAMP

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

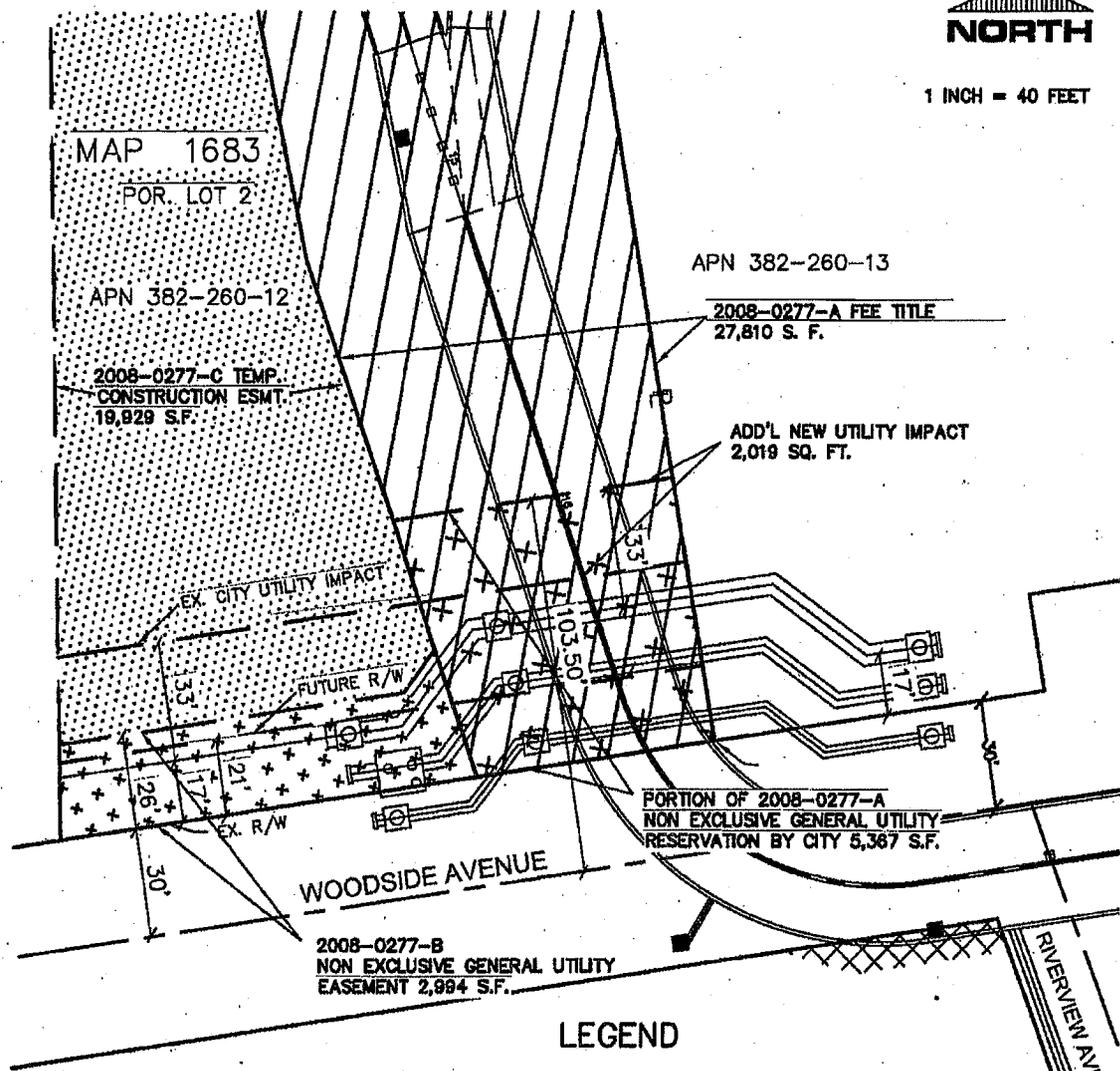
WITNESS my hand and official seal.

Signature: _____
Name (typed or printed), Notary Public in and for said County and State

EXHIBIT A



1 INCH = 40 FEET



LEGEND

- 
 INDICATES FEE TITLE DRAINAGE RIGHT OF WAY
 2008-0277-A 27,810 S. F.
- 
 INDICATES PORTION OF FEE TITLE RESERVED
 BY CITY FOR GENERAL UTILITY EASEMENT.
 PORTION OF 2008-0277-A 5,367 S. F.
- 
 INDICATES GENERAL UTILITY EASEMENT
 2008-0277-B 2,994 S. F.
- 
 INDICATES TEMPORARY CONSTRUCTION EASEMENT
 2008-0277-C 19,929 S. F.
- 
 INDICATES PROPERTY LINE

Exhibit "A-3"
Temporary Construction Easement

RECORDING REQUESTED BY DEPARTMENT OF GENERAL
SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO
PER GOVERNMENT CODE SECTION 27383

**WHEN RECORDED, PLEASE RETURN
THIS INSTRUMENT TO:**

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

WITH A COPY TO :

Office of the City Clerk
City of San Diego
202 "C" St., 2nd Floor, MS 2A
San Diego, CA 92101

EXHIBIT A-3

NO TRANSFER TAX DUE
Assessor's Parcel No: 382-260-12

Project: Woodside Ave. Flood Control Improv.
W.A. No.: FCDT-00224
Parcel No.: 2008-0277-C

TEMPORARY CONSTRUCTION EASEMENT

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

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

HEREBY GRANTS TO

COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT (“**GRANTEE**”),

a Temporary Construction Easement upon, through, under, over and across the real property situated in the County of San Diego, State of California, for incidental purposes necessary to the installation, construction, operation, maintenance, repair, replacement, and reconstruction of Woodside Avenue Flood Control Improvements with the right to remove buildings, structures, trees, bushes, undergrowth, flowers, and any other obstructions interfering with the use of said easement by GRANTEE, its successors or assigns and in addition thereto, the right to grade, place or remove soil, equipment and other materials and to use the same in such manner and at such locations as said Grantee may deem proper, needful or necessary in the construction, reconstruction and maintenance of said drainage improvements or structures appurtenant thereto and further identified as Parcel No. **2008-0277-C** on the attached Exhibit A and more particularly described as follows:

That portion of Lot 2 of Riverview Farms in the County of San Diego, State of California, according to Map thereof No. 1683 filed in the Office of the San Diego County Recorder on February 25, 1916, included in that land described in deed filed in the Office of said Recorder, on August 11, 1930 in Book 1800 at page 324 (Grantor's Land), more particularly described as follows:

COMMENCING at a point on the southerly line of said Lot 2, also being on the northerly right-of-way line of Woodside Avenue (30.00 feet half width) and the southwest corner of property granted to the United States of America per deed recorded April 2, 1986 per Doc.

(continued)

No. 86-126556 (NAVY'S DEED) in the Office of said Recorder; thence along said northerly right-of-way line South 81°29'09" West 183.67 feet;
 thence leaving said right-of-way line North 01° 22' 26" West 26.20 feet to the **TRUE POINT OF BEGINNING**;
 thence continuing North 01°22'26" West 280.86 feet to a point on the arc of a non-tangent 4105.00 foot radius curve, concave northerly and on the southeasterly line of California State Highway XI-SD-198-B, a radial line bears South 16°33'40" East;
 thence Northeasterly along the arc of said curve 42.91 feet and through a central angle of 00°35'56" to the Westerly line of Parcel No. 2008-0277-A;
 thence along said westerly line South 11°35'55" East 162.32 feet; thence South 18° 55'15" East 114.31;
 thence South 36° 29' 09" West 14.72 feet; thence South 81° 29' 09" West 96.34 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 0.458 acres more or less.

GRANTEE shall neither transfer nor assign this easement or any interest therein, nor grant any interest, privilege, or license whatsoever in connection with this easement without the prior written consent of the GRANTOR.

The Temporary Construction Easement will be in effect for ONE YEAR beginning upon commencement of construction of said public improvements on Grantor's property, and may be extended as needed, on a month-by-month basis thereafter. In any event, this easement will terminate on completion of construction on Grantor's property or 12-31-2016 whichever comes first. Upon construction completion of the Woodside Avenue Flood Control Improvements, the Temporary Construction Easement area will be returned to its original condition, or as close as possible.

San Diego City Council Authorizing Resolution No. R-_____
Date of Final Passage: _____

GRANTOR: THE CITY OF SAN DIEGO, a California municipal corporation

BY: _____
 James F. Barwick, CCIM
 Director, Real Estate Assets

This is to certify that the interest in real property conveyed by the foregoing deed or grant to the **San Diego County Flood Control District**, a political subdivision and/or governmental agency, is hereby accepted on behalf of its Board, pursuant to authority conferred by Resolution of said Board adopted on **February 25, 1992**, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

BY: _____
 THOMAS G. HARRINGTON, Senior Land Surveyor
 Real Estate Services Division
 Department of General Services

STATE OF _____ }
COUNTY OF _____ } SS

On _____ before me, _____
_____, a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and 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.

FOR NOTARY SEAL OR STAMP

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

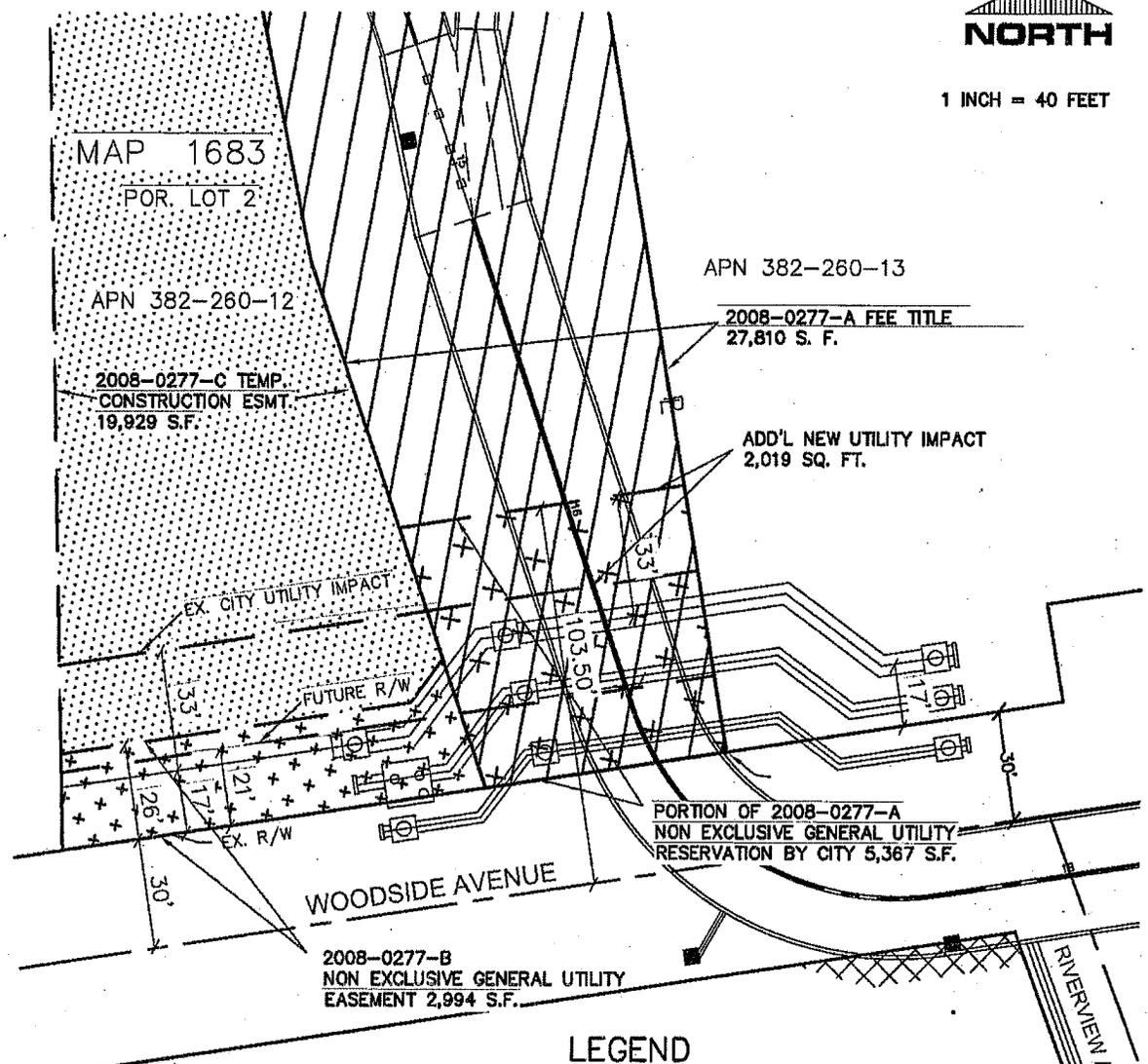
WITNESS my hand and official seal.

Signature: _____
Name (typed or printed), Notary Public in and for said County and State

EXHIBIT B

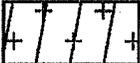


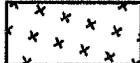
1 INCH = 40 FEET



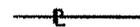
LEGEND

- 

INDICATES FEE TITLE DRAINAGE RIGHT OF WAY
2008-0277-A 27,810 S. F.
- 

INDICATES PORTION OF FEE TITLE RESERVED
BY CITY FOR GENERAL UTILITY EASEMENT
PORTION OF 2008-0277-A 5,367 S. F.
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INDICATES GENERAL UTILITY EASEMENT
2008-0277-B 2,994 S. F.
- 

INDICATES TEMPORARY CONSTRUCTION EASEMENT
2008-0277-C 19,929 S. F.
- 

INDICATES PROPERTY LINE

Exhibit "B"
Property

Exhibit "B"
Property

EXHIBIT B
PROPOSED ACQUISITIONS



1 INCH = 40 FEET

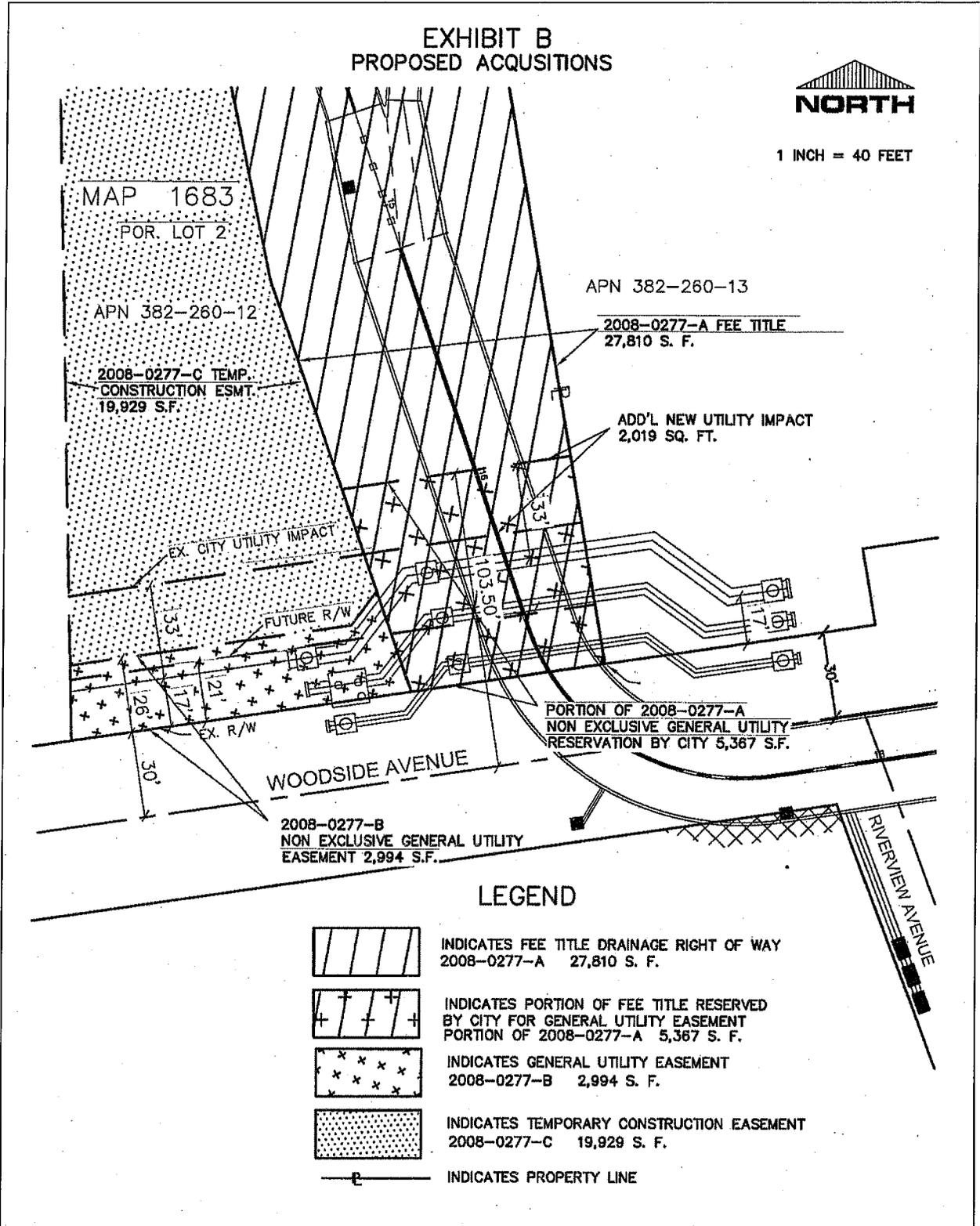


Exhibit "C"
Agreement for Use and Occupancy

RECORDING REQUESTED BY DEPARTMENT OF GENERAL SERVICES FOR THE BENEFIT OF THE COUNTY OF SAN DIEGO PER GOVERNMENT CODE SECTION 27383

WHEN RECORDED, PLEASE RETURN THIS INSTRUMENT TO:

(MAIL STATION A45)

Clerk, Board of Supervisors
San Diego County Administration Center
1600 Pacific Highway
San Diego, California 92101

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON APR 09, 2012
DOCUMENT NUMBER 2012-0206256
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 3:07 PM

SPACE ABOVE FOR RECORDER'S USE ONLY

AGREEMENT FOR USE AND OCCUPANCY

Project: Woodside Ave Flood Control
Parcel No.: 2008-0277-A, B, C
Owner: City of San Diego
APN: 382-260-12

This Agreement is made this 12th day of March, 2012, by and between the County of San Diego Flood Control District thereafter referred to as "County," and the City of San Diego, hereinafter referred to as "City."

It is hereby agreed by and between the parties that the County requires immediate possession of a portion of City's real property known as Assessor Parcel 382-260-12 to construct a County flood control project. That portion of City property is legally described in attached Exhibit "A" and has been designated as Parcels 2008-0277-A, B & C hereinafter referred to as "Parcel." The Parcel is required for the purpose of constructing the project. The purpose of this Agreement is to allow the County to use and occupy the Parcel so that it can proceed with the construction of its project without delay.

It is agreed by the parties that any delay in the start of construction of this project is contrary to the public interest. It is the intent of this Agreement to provide the County with the possession and use of the Parcel, and the right to construct the project, while the County and the City seek approval for the negotiated settlement amount (see paragraph "6" below) for acquisition of the Parcel.

In consideration of the fair market value to be paid to the City and any other consideration hereinafter set forth, the County and City agree as follows:

1. City hereby irrevocably grants to County the right to possession and use of the Parcel. County shall accept the Parcel in "as-is" condition. In consideration for this irrevocable grant of possession and use, County shall tender in to escrow the sum of \$211,300. County shall have the right to take possession of the Parcel on the date this sum is deposited in escrow, as set forth in paragraph "2" below. Upon said deposit, City waives any right to challenge County's right to use and occupy the Parcel in any subsequent eminent domain proceeding filed by the County, but reserves all those rights afforded the City in California law (excepting those rights specifically waived in this Agreement), including the right to contest the County's valuation of the Parcel, contest the amount deposited into escrow, and to seek damages, if any, caused by the County's project to the adjoining City property. Only upon City's approval of plans affecting the City's improvements on the Parcel, may County, at County's sole cost and expense, relocate and/or remove and dispose of City's improvements. City agrees to act in good faith in reviewing County's plans and agrees to provide its approval or reasons for rejecting the plans in writing with/in 30 days of County's submittal of plans to City. County shall be obligated to ensure that all existing pipelines within the Parcel are protected against all damage or interruption of service. Construction equipment exceeding normal street legal loads (as set forth in Division 15 of the California State Vehicle Code, Chapter 5, Article 1, Sections 35550-35558) crossing over the pipelines shall require written consent from the City's Public Utilities Department. City will review and approve such requests within 10 working days from time of submission by County. No stockpiling of materials and soil over the pipelines is allowed. City reserves the right to access the City's pipeline(s) at all time for purposes of maintenance and repair.

2. This transaction will be handled through an escrow with Melissa Jankans, Escrow Officer, at Fidelity National Title Company at 4350 La Jolla Village Drive, Suite 350, San Diego, CA. 92122. County shall pay all escrow, title and recording fees incurred in this transaction. City shall be entitled to an interim disbursement of the sum referred to in paragraph 1, less any amounts payable to any other person having an interest in the Parcel, if any. City shall not be entitled to receive any proceeds until:
 - a. All parties having a monetary interest in the Parcel have received payment therefor or have consented to a payment to City, and/or executed a subordination agreement or partial release, as appropriate, and;
 - b. County has acknowledged in writing that all other parties having monetary interests, if any, in the Parcel have received payments or have consented to City's withdrawal. This escrow shall remain open until either; a settlement is reached, this agreement is terminated, or an eminent domain case is filed by the County, at which time the funds encumbered for this escrow, shall be deposited by County in Superior Court. Any sum disbursed to City from this escrow shall be deducted from the ultimate amount received by City as a result of any settlement, award or verdict of just compensation for the Parcel.
3. On and after the date of execution of this Agreement, City shall not voluntarily assign, sell, encumber or otherwise transfer all or any portion of its interest in the Parcel without first obtaining the written consent of County.
4. On and after the date of execution of this Agreement, County 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 for damages or injuries to any person or property, including injury to County's officers, employees, agents, contractor's, and invitees, and any and all claims, costs, losses, damages, suits, and expenses which arise out of or are in any manner connected with County's activities under this Agreement or County's occupancy, use, remediation, repair, restoration and maintenance of the Parcel or the adjoining City property, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that County's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of City, its elected officials, officers, representatives, agents and employees.
5. City agrees to pay when due all taxes, if any, including prorated taxes for the current year, and special assessments due on the date County takes possession of the Parcel.
6. The City and County have tentatively agreed on a price of \$401,000 for the interests shown in Exhibit B, subject to City Council and County Board of Supervisors approval. The parties specifically agree that they shall have 150 days from the date of execution of this Agreement to obtain all necessary final approvals for said acquisition. If final approvals have not been obtained within 150 days of execution of this Agreement, County will file a complaint in eminent domain to acquire appropriate real estate interests in the Parcel. If a final agreement is reached prior to County initiating an action in eminent domain, the County will acquire the drainage portion of the Parcel (Parcel No. 2008-0277-A) in fee, together with a utility easement (Parcel No. 2008-0277-B), a temporary construction easement (Parcel No. 2008-0277-C). A General Utility Easement and those rights granted pursuant to City of San Diego Resolution 120818, dated October 21, 1954, will be reserved for the City from the County's fee acquisition. The temporary construction easement shall terminate upon the earlier of project completion or December 31, 2016. These property interests are shown on Exhibit B, attached hereto. If County begins proceedings in eminent domain, it is understood and agreed that the possession and use obtained by the County in this Agreement shall continue in effect until either a settlement is reached or a final order of condemnation under Section 1268.030 of the California Code of Civil Procedure is entered by the court.
7. Title 7, commencing at Section 1230.010, of the California Code of Civil Procedure requires the County of San Diego, Board of Supervisors, to conduct a public hearing at which time property owners are entitled to offer testimony that the Board must consider when making a determination to proceed with an action in eminent domain.

The power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

- (1) The public interest and necessity require the project.
- (2) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

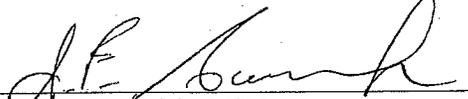
- (3) The property sought to be acquired is necessary for the project.
- (4) The offer required by Section 7267.2 of the Government Code has been made to the City or others of record. (If an offer has not been made, an appraisal will be prepared as soon as practicable and an offer made of the full amount of such appraisal.)
8. By granting this irrevocable right to possession and use of the Parcel to County (1) City specifically waives the notice required by Code of Civil Procedure Sections 1230.010 et. seq. of the hearing of the matter and the adoption of the resolution of necessity by the Board of Supervisors authorizing the taking of the property described in Exhibit A; (2) City acknowledges that if the tentative agreement set forth in Paragraph "6" above is not approved, the County has the right to file eminent domain proceeding to acquire the Parcel, as described in Exhibit A; and (3) in any eminent domain action filed by County to acquire the Parcel, City shall not challenge County's right to take such property nor its continued right to possession and use as granted by this agreement.
9. Sections 1255.410 et. seq. of the Code of Civil Procedure requires the County to move the court for an order for possession and serve the City with a copy of the motion. City expressly waives all rights afforded by Sections 1255.410 et. seq. and grants the County possession by this Agreement.
10. In the event proceedings in eminent domain are begun, the date of valuation for determining the amount of just compensation for the Parcel shall be the date on which the County makes the deposit to take possession of the Parcel.
11. Compensation awarded in an eminent domain proceeding shall draw interest as prescribed by law. City shall be entitled to receive interest on any sum above the amount deposited which is received as compensation for its interest in the Parcel, whether pursuant to this Agreement, a subsequent settlement or court judgment, beginning on the date the County is authorized to take possession of the Parcel pursuant to this Agreement and ending on the earliest of the following dates:
- the date the total compensation amount is paid directly to the City, or;
 - the date the total compensation amount is deposited with the court as the award in a judgment in condemnation.
12. At any time after the commencement of the proceeding in eminent domain, County reserves the right to abandon the proceeding in whole or in part, but agrees that it shall be liable to the City for any damages to the Parcel and the City's adjoining property which may have resulted due to County's possession and use of the Parcel.
13. The County shall be afforded an opportunity to inspect and test the site for hazardous materials before finalizing any agreement to pay for the Parcel. If any hazardous materials are present on the Parcel on the date that County takes possession of the Parcel, responsibility for such hazardous materials shall be determined in accordance with applicable law.
14. This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties.
15. County shall record a memorandum of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

11/9/12

 Date

CITY OF SAN DIEGO

By: 
 James F. Barwick, CCIM
 Director, Real Estate Assets Department

3/12/12

 Date

COUNTY OF SAN DIEGO FLOOD CONTROL DISTRICT

By: 
 April F. Heinze P.E., Director
 Department of General Services

EXHIBIT A
MINIMUM PROJECT REQUIREMENTS



1 INCH = 40 FEET

STATE HIGHWAY 67

PROJECT LIMITS

REQUIRED 2008-0277-C
TEMP. CONSTRUCTION ESMT.
19,929 S.F.

MAP 1683
POR. LOT 2

APN 382-260-13

APN 382-260-12

REQUIRED 2008-0277-A
DRAINAGE EASEMENT
27,810 S.F.

REQUIRED 2008-0277-B
NON EXCLUSIVE GENERAL UTILITY
EASEMENT 6,130 S.F.

EX. R/W

WOODSIDE AVENUE

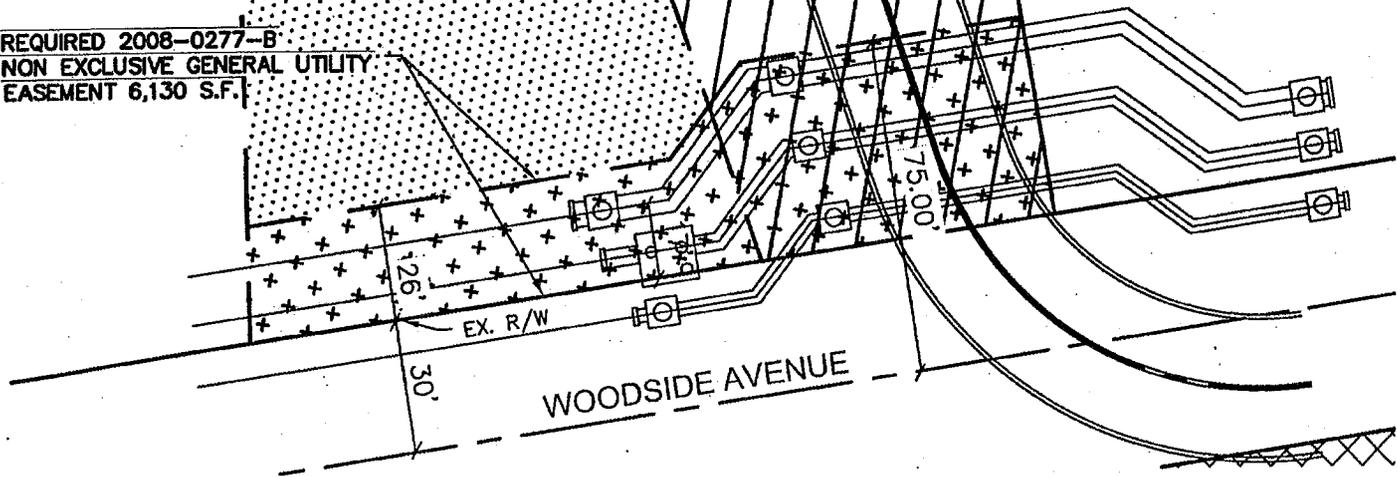
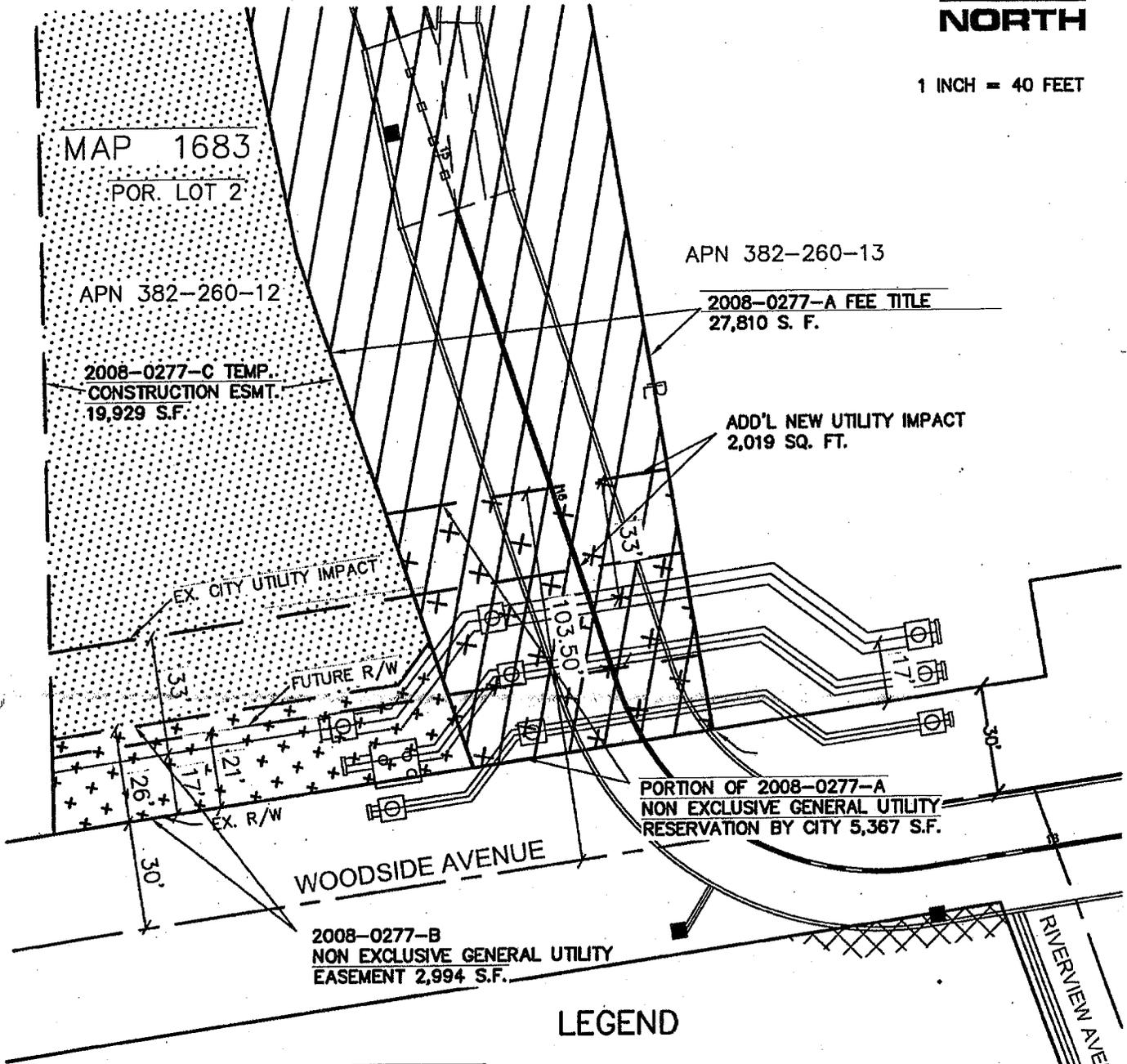


EXHIBIT B PROPOSED ACQUISITIONS



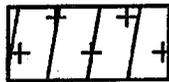
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LEGEND



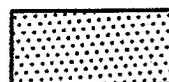
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2008-0277-B 2,994 S. F.



INDICATES TEMPORARY CONSTRUCTION EASEMENT
2008-0277-C 19,929 S. F.



INDICATES PROPERTY LINE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 3-26-2012 before me, DAVID C. MARTENS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared JAMES F. BARWICK
Name(s) of Signer(s)

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



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature David C. Martens
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

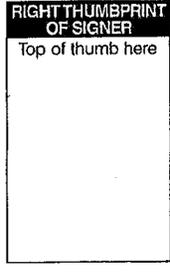
Description of Attached Document APN 382-260-12
 Title or Type of Document: AGREEMENT FOR USE AND OCCUPANCY
 Document Date: 3-12-2012 Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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



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



STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS

On MARCH 12, 2012, before me, HELMER RODRIGUEZ, Deputy County Clerk in and for said County and State personally appeared APRIL F. HEINZE

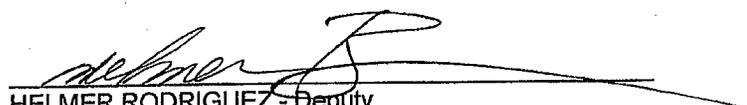
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by his/her/their signature(s) on the instrument the person(s), or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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



ERNEST J. DRONENBURG, JR., Assessor/Recorder/County Clerk


HELMER RODRIGUEZ - Deputy