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| REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO | CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) n/a |
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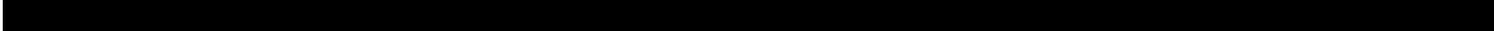
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| TO: CITY COUNCIL | FROM (ORIGINATING DEPARTMENT): Real Estate Assets | DATE: 01/08/2013 |
|---------------------|--|---------------------|

SUBJECT: Sale of City-owned land to SCI California Funeral Services, Inc.

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| PRIMARY CONTACT (NAME, PHONE): Mary Carlson, 619-236-6079, MS-51A | SECONDARY CONTACT (NAME, PHONE): Jim Barwick, 619-236-6145, MS-51A |
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COMPLETE FOR ACCOUNTING PURPOSES

| | | | | | |
|------------------------------|------|------|------|------|------|
| FUND | | | | | |
| DEPT / FUNCTIONAL AREA | | | | | |
| ORG / COST CENTER | | | | | |
| OBJECT / GENERAL LEDGER ACCT | | | | | |
| JOB / WBS OR INTERNAL ORDER | | | | | |
| C.I.P./CAPITAL PROJECT No. | | | | | |
| AMOUNT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |



| | | | | | |
|------------------------------|------|------|------|------|------|
| FUND | | | | | |
| DEPT / FUNCTIONAL AREA | | | | | |
| ORG / COST CENTER | | | | | |
| OBJECT / GENERAL LEDGER ACCT | | | | | |
| JOB / WBS OR INTERNAL ORDER | | | | | |
| C.I.P./CAPITAL PROJECT No. | | | | | |
| AMOUNT | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

COST SUMMARY (IF APPLICABLE):

ROUTING AND APPROVALS

| CONTRIBUTORS/REVIEWERS: | APPROVING AUTHORITY | APPROVAL SIGNATURE | DATE SIGNED |
|--------------------------|---------------------------|--------------------|-------------|
| Financial Management | ORIG DEPT. | Barwick, James | 3/1/2013 |
| Liaison Office | CFO | | |
| Public Utilities - Water | DEPUTY CHIEF | | |
| Environmental Analysis | COO | | |
| Comptroller | CITY ATTORNEY | Fonseca, Jeremy | |
| | COUNCIL PRESIDENTS OFFICE | | |

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. Authorize the Mayor or his designee to execute and deliver a purchase and sale agreement for 1.79 acres of City-owned pipeline right-of-way land (APN 592-040-03) for \$600,000 to SCI California Funeral Services, Inc.
2. Authorize the Comptroller to accept and deposit the proceeds of the sale of the property, net of costs

related to the sale, into the Capital Outlay Water Fund 400004.

3. Determine that the sale is exempt from CEQA in accordance with State CEQA Guidelines section 15312 (Surplus Government Property Sales).

STAFF RECOMMENDATIONS:
Approve the Resolution.

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

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

| | |
|--------------------|---------------------------------------|
| COMMUNITY AREA(S): | N/A. Not within the City of San Diego |
|--------------------|---------------------------------------|

| | |
|-----------------------|---|
| ENVIRONMENTAL IMPACT: | This activity is categorically exempt from CEQA pursuant to Section 15312 (Surplus Government Property Sales) of the State CEQA Guidelines. |
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|--------------------------|--|
| CITY CLERK INSTRUCTIONS: | DO NOT RECORD – please deliver documents to Real Estate Assets Department, Attn: Mary Carlson, MS 51-A for further handling. |
|--------------------------|--|

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

DATE: 01/08/2013

ORIGINATING DEPARTMENT: Real Estate Assets

SUBJECT: Sale of City-owned land to SCI California Funeral Services, Inc.

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 1.79 acres of vacant of City-owned pipeline right-of way land (APN 592-040-03) in Bonita to SCI California Funeral Services, Inc., for \$600,000.

STAFF RECOMMENDATION:

Approve the Resolution.

EXECUTIVE SUMMARY OF ITEM BACKGROUND:

In 1915, the City of San Diego ("City") acquired a fee interest in property in Bonita (the "Property") for a water pipeline. The City's Property is surrounded by property owned by SCI California Funeral Services, Inc., a California corporation ("SCI"), the operator of Glen Abbey Memorial Park & Mortuary for use as a cemetery. The pipeline has been long-abandoned and the Property is no longer needed by the City's Public Utilities Department. Given the Property's location within the cemetery, coupled with its long and narrow shape, the Property has no potential value to anyone other than SCI.

SCI would like to acquire the Property from the City. Council Policy 700-10 Section G3 indicates that an exclusively negotiated sale is justified "when fee interest in a pipeline or other right-of-way is no longer required, it may be sold to a contiguous property owner."

The Property was appraised by an independent MAI appraiser and the Date of Value on July 1, 2012 was determined to be \$650,000. The appraisal was reviewed and updated by the City's staff appraiser on February 8, 2013 and the value was determined to be the same.

A purchase price of \$600,000 was negotiated between City and SCI. Staff recommends that a sale at this price is in the best interests of the City because the configuration and location of the Property make SCI the only possible buyer. In addition, the 1915 deed contained a restriction that the reserves SCI's right to cross and fence the Property.

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 Fund 400004.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE):

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

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee):

This item will be heard at the Land Use & Housing Committee meeting on March 27, 2013.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

N/A - Not located within the City of San Diego.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

The key stakeholders would be the City of San Diego and SCI California Funeral Services, Inc.

Barwick, James

Originating Department

Deputy Chief/Chief Operating Officer

REAL ESTATE PURCHASE AND SALE AGREEMENT

[GLEN ABBEY; APN 592-040-03]

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made by and between THE CITY OF SAN DIEGO, a California municipal corporation (“CITY”), and SCI CALIFORNIA FUNERAL SERVICES, INC., a California corporation (“BUYER”), to be effective as of the date of execution by CITY, when signed by the parties and approved by the San Diego City Attorney (the “Effective Date”).

RECITALS

- A. CITY owns certain real property (the “Property”), Assessor’s Parcel Number 592-040-03, consisting of approximately 77,861 square feet of land, and more particularly described in **Exhibit A: Property Description**, attached hereto.
- B. The Property contains an abandoned water pipeline, commonly referred to as the “Old Bonita Pipeline.” BUYER acknowledges the existence of the Old Bonita Pipeline on, under and through the Property.
- C. BUYER wants to purchase the Property.

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 in the City Council’s sole discretion. CITY shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by BUYER as a result of the City Council’s modification of the final terms and conditions of this Agreement, or the City Council’s failure to grant the Council Authorization.
 - 1.1. BUYER’s Waiver. BUYER expressly waives any claim against CITY and its elected officials, officers, employees, representatives and agents for any burden, expense or loss which BUYER incurs as a result of the City Council’s failure to grant the Council Authorization.
2. Purchase and Sale. 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. Old Bonita Pipeline. CITY shall not be subject to any claim from, or liable or obligated for, any burden expense, or loss, financial or otherwise, incurred by BUYER as a result of the Old Bonita Pipeline existing on, under or through the Property.

- 3.1. BUYER's Waiver. BUYER expressly waives any claim against CITY and its elected officials, officers, employees, representatives and agents for any burden, expense or loss which BUYER incurs as a result of the existence of the Old Bonita Pipeline on, under or through the Property.
4. Purchase Price. The purchase price of the Property (the "Purchase Price") shall be Six Hundred Thousand Dollars (\$600,000).
5. Escrow. BUYER shall open an escrow (the "Escrow") with Chicago Title Company (the "Escrow Holder"), located at 701 B Street, Suite 760, San Diego, California 92101, 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.
6. Due Diligence Period. BUYER shall have sixty (60) calendar days after the Open Date (the "Due Diligence Period") to conduct, at BUYER's expense, 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.
- 6.1. 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 a reasonable amount of time 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.
- 6.2. Notification Regarding BUYER's Contingencies. BUYER shall notify CITY in writing 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.
- 6.3. Preliminary Title Report Approval. BUYER acknowledges receipt of a Preliminary Title Report for the Property. BUYER has approved the Preliminary Title Report without conditions or contingencies.
7. 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 to each such entry on the Property.
8. Deposit.
- 8.1. Deposit. Upon opening of the Escrow, BUYER shall deliver to Escrow Holder Twenty-Five Thousand Dollars (\$25,000) either in cash, by cashier's check, or other

readily available funds (the "Deposit"). 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 at the Closing.

- 8.2. If at any time during the Due Diligence Period BUYER decides not to purchase the Property, the Deposit shall be returned to BUYER upon BUYER's request to Escrow Holder.
9. Council Authorization. CITY shall seek Council Authorization as soon as reasonably practicable after the Due Diligence Period and when no BUYER's Contingencies exist.
- 9.1. If No Council Authorization. If the City Council does not grant the Council Authorization, this Agreement shall terminate and the Deposit shall be returned to BUYER upon BUYER's request to Escrow Holder.
10. Close of Escrow. The Closing shall be held at Escrow Holder's offices within fifteen (15) calendar days after the date of final passage of a City Council resolution granting the Council Authorization, unless otherwise mutually agreed to by the parties.
- 10.1. Balance of Purchase Price. Prior to the Closing, BUYER shall deposit with Escrow Holder 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 funds.
- 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. Conveyance. At the Closing, CITY shall convey the Property to BUYER or BUYER's nominee by a grant deed substantially in the form attached hereto as **Exhibit B: Grant Deed**, subject to all acts done or suffered by BUYER, or claims made by, through or under BUYER. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

12. Escrow Costs.

12.1. 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; and all charges for CITY’s document drafting and recording.

12.2. BUYER shall pay: (a) the incremental cost of any additional or extended-coverage title insurance beyond a CLTA Title Insurance Policy, if requested by BUYER; and (b) all charges for BUYER’s document drafting and recording; and (c) one hundred percent (100%) of the Escrow Holder’s fee.

12.3. 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 Prior to Closing. If BUYER is in possession of the Property, loss or damage to the Property prior to the Closing shall be at BUYER’s risk and at BUYER’S sole expense with no liability to CITY unless such loss or damage is caused by CITY’s sole negligence or intentional misconduct. If CITY is in possession of the Property, loss or damage to the Property prior to the Closing shall be at CITY’s risk and at CITY’s sole expense with no liability to BUYER unless such loss or damage is caused by BUYER’s sole negligence or intentional misconduct.

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 or substance 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.

- 15.2. Indemnity and Hold Harmless. BUYER shall protect, defend, indemnify, and hold CITY and 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 Hazardous Substances or other environmental liabilities related to or resulting from BUYER's use and occupancy of the Property 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.
17. Default and Remedies. 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 sole negligence or intentional misconduct of CITY or 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.
- 17.1. 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, without any recourse 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. CITY's consent or approval under this Agreement shall mean the written consent or approval of the Mayor of San Diego, or his or her designee ("Mayor"), unless otherwise expressly provided. CITY's discretionary acts

hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

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. This Agreement shall inure to and bind the successors and assigns of the parties.

23. Assignment. This Agreement may not be assigned in whole or in part by BUYER without CITY's prior written consent.

24. 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

BUYER: SCI CALIFORNIA FUNERAL SERVICES, INC.
Attn: Dann Narveson,
1929 Allen Parkway
Houston, TX 77019

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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.

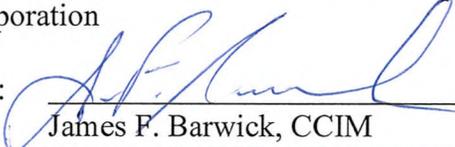
Date: 12/10/12

SCI CALIFORNIA FUNERAL SERVICES, INC., a
California Corporation

BY: 
Dann Narveson, Vice President

Date: 12/11/12

THE CITY OF SAN DIEGO, a California municipal
corporation

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

Approved as to form and legality:

JAN I. GOLDSMITH, San Diego City Attorney

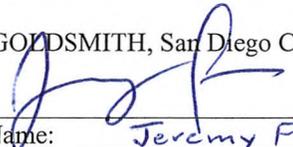
BY: 
Name: Jeremy Fonseca
Title: Deputy City Attorney

Exhibit A: Property Description
Exhibit B: Grant Deed

Exhibit B: Grant Deed

[TO FOLLOW BEHIND THIS PAGE]

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., 2ND FLOOR, MS 2A
SAN DIEGO, CA 92101

APN 592-040-03

SPACE ABOVE FOR RECORDER'S USE.
NO RECORDING FEE DUE: CALIF. GOV. CODE §6103; §27383

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

SCI CALIFORNIA FUNERAL SERVICES, INC.,
A CALIFORNIA CORPORATION, ("GRANTEE"),

ALL THAT REAL PROPERTY (the "Property") consisting of Assessor's Parcel Number 592-040-03 comprising approximately 77,861 square feet of land containing an abandoned water pipeline, commonly referred to as the "Old Bonita Pipeline," 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**, and **Exhibit B to Grant Deed: Drawing**, together with all rights and appurtenances thereto, and subject to the following:

GRANTOR and GRANTEE further agree as follows:

1. **Grant.** The use of the word "grant" herein shall not imply any warranty on the part of GRANTOR with respect to the Property.
2. **Old Bonita Pipeline.** GRANTOR shall not be liable or obligated for any burden or loss, financial or otherwise, incurred by GRANTEE as a result of the Old Bonita Pipeline existing on, under or through the Property.
 - 2.1 **GRANTEE's Waiver.** GRANTEE expressly waives any claim against GRANTOR and its elected officials, officers, employees, representatives and agents for burden or loss which GRANTEE incurs as a result of the existence of the Old Bonita Pipeline on, under or through the Property.

3. Successors and Assigns. All rights and obligations specified in this Grant Deed shall run with the land and this Grant Deed shall bind and inure to the benefit of the GRANTOR's and GRANTEE's respective successors and assigns.
4. Partial Invalidity. If any term, covenant, condition or provision of this Grant Deed is found invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Grant Deed is executed to be effective upon its recordation in the Office of the San Diego County, California, Recorder.

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

GRANTEE: SCI CALIFORNA FUNERAL SERVICES, INC., a California Corporation

BY: _____
Dann Narveson, Vice President

Approved as to form and legality:

JAN I. GOLDSMITH, City Attorney

BY: _____
Name: _____
Title: _____

Exhibit A to Grant Deed: Legal Description
Exhibit B to Grant Deed: Drawing

Exhibit A to Grant Deed: Legal Description

[TO FOLLOW BEHIND THIS PAGE]

Exhibit B to Grant Deed: Drawing

[TO FOLLOW BEHIND THIS PAGE]

[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)

