

The City Attorney

City of San Diego

MEMORANDUM

236-6220

DATE: December 2, 1985

TO: Frank Greco, Vice President of Operations,
Southeast Economic Development Corporation

FROM: City Attorney

SUBJECT: FIGI GIFTWARE COMPANY Property Conveyance and
Construction without Benefit of a Parcel or
Subdivision Map

On November 25, 1985 by telephone, you requested the opinion of this office as to the following issues with regard to the FIGI GIFTWARE COMPANY property:

1. May the Redevelopment Agency convey real property by metes and bounds prior to the recordation of a map?
2. Assuming the Redevelopment Agency may convey, may

the City of San Diego issue a building permit where the conveyance has occurred within the provisions of a Disposition and Development Agreement duly reviewed and adopted by the Redevelopment Agency and City Council?

A review of the law in the area indicates that the answers to both of your questions are in the affirmative.

We have reviewed the facts with regard to the FIGI GIFTWARE COMPANY property. Additionally, we have reviewed both statutory and case law with regard to the conveyance of the FIGI GIFTWARE COMPANY property by metes and bounds and the necessity for a lot line adjustment for the FIGI GIFTWARE COMPANY property. Specifically, we have looked at Health and Safety Code Section 33430 and Government Code Section 664233. These sections authorize the Redevelopment Agency to subdivide without the necessity of following strict Map Act procedures. The Government Code sets forth the definition of a subdivider and this definition does not include the Redevelopment Agency. Based upon the state mandate that the Redevelopment Agency carries out, the appropriate case law, and the project that FIGI GIFTWARE COMPANY is developing, it is the opinion of this office that a metes and bounds conveyance

and building permit issuance based on that conveyance are appropriate. Compliance with the Map Act and local procedures related to it would materially interfere with the Redevelopment Agency mandate that the Southeast Economic Development Corporation is attempting to carry out. *Morris v. Reclamation District No. 108*, 17 Cal.2d 43, and *Wells Fargo Bank v. Town of Woodside*, 33 Cal.3d 379.

If you have any questions with regard to this matter, please feel free to contact this office.

JOHN W. WITT, City Attorney

By

Janis Sammartino Gardner

Deputy City Attorney

JSG:ta:704

MS-85-6