

COPY

COPY

COLLEGE LUTHERAN CHURCH
Shared Parking Agreement

THIS SHARED PARKING AGREEMENT ("Agreement") dated for reference purposes only, January 7, 2002, is executed between the City of San Diego ("CITY") and College Lutheran Church ("CLC"), whereby the parties agree as follows:

RECITALS

- A. CITY owns certain real property, located at the corner of Montezuma Road and Reservoir Drive in the City of San Diego, upon which CITY intends to construct a public library ("City Library").
- B. CLC owns certain real property located at 6650 Montezuma Road, San Diego, CA. 92115, APN. 468-120-07 ("CLC's Property"), which is adjacent to the proposed City Library.
- C. CITY desires to use a portion of CLC's Property for additional parking for the City Library and desires to acquire a right of first offer to purchase CLC's Property.
- D. CLC desires to use a portion of the City Library parking area, as overflow parking, for the CLC when the City Library is closed.
- E. Using a portion of CLC's property for City Library parking will provide a public benefit in that it will enable CITY to design and build the City Library with an open and expanded entry that may be used for community events, and will provide additional parking for City Library patrons.
- F. Acquiring a right of first offer to purchase CLC's Property will provide a public benefit in that if CITY purchases the CLC Property, CITY could expand the City Library and/or provide CITY's citizens with additional CITY park land.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, CITY and CLC agree as follows:

1. Shared Parking: CITY shall have the non-exclusive right to use thirty-one (31) parking spaces located at the northwest corner of the CLC Property as shown on attached Exhibit "A" (the "Shared Parking Area"). The CITY'S parking use shall be limited to use by patrons, employees or invitees of the City Library during Library operating hours, excluding Sunday morning before 12:00 p.m. CLC shall have the right to park in the parking area of the City Library site as overflow parking for the CLC Property when the City Library is closed.
2. Initial Term: The term of this agreement is twenty (20) years commencing November 1, 2002 and terminating October 31, 2022.

DOCUMENT NO. 00-13041
FILED MAR 18 2002
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

3. Consideration: In consideration of CLC's grant of the parking rights on the CLC property, CITY shall complete vehicle parking improvements on the CLC Property to include paving, curbs, planter areas, irrigation, and overhead lighting (the "Improvements"). Preliminary construction information is included as Addendum One.
4. First Right of Offer: CITY shall have a continuing first right of offer to purchase the CLC Property as provided in this Section 4. If during the term of this Agreement CLC decides to sell the CLC Property, CLC shall first notify CITY in writing of its intention to sell the CLC Property. CITY shall have 60 days to respond in writing with an offer to purchase the CLC Property (a CITY Offer). If CLC rejects a CITY Offer, CLC may not thereafter sell or offer to sell the CLC Property to any other person or entity at a price that is less than 110% of the price offered by CITY. If CLC rejects a CITY Offer and, within one year after the rejection, does not sell the CLC Property, or has not entered into a binding contract to sell the CLC Property, which is thereafter consummated, CITY shall retain the first right of offer and CLC shall comply with the provisions of this Section 4 before offering to sell or selling the CLC Property to any person or entity other than CITY. The CITY'S continuing first right of offer will be only for the initial 20-year term of this Agreement.
5. Termination: If CLC sells the CLC Property to any other person or entity, this Agreement is terminated.
6. Early Termination. After the 10th anniversary of the effective date of this Agreement, CLC shall have the right to terminate the Agreement upon 60 days prior written notice to CITY and reimbursement to CITY for the unamortized Improvements on the CLC Property outside of the Shared Parking Area (Exhibit "B"), determined in accordance with the schedule attached as Exhibit "C." Early termination by CLC shall terminate the first right of offer.
7. Option to Extend: CITY has the right to extend the term of this Agreement for two (2) additional five (5) year periods. Compensation to CLC for the extended period will be 50% of the fair market rent of the Shared Parking Area, determined by an MAI appraiser from the CITY's approved appraisal list based upon the land restricted to parking use only.
8. Utilities: CITY shall pay for separately metered utilities and water serving the Shared Parking Area.
9. Maintenance: CITY shall maintain the Improvements in the Shared Parking Area in good useable condition, for the term of the Agreement.
10. Insurance; Indemnity: CLC acknowledges that CITY is self-insured. The City's Risk Management Department will provide proof of insurance coverage which it shall keep in force at all times during the term of this Agreement or any extensions thereof.

11. Insurance: CLC certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$2 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this Agreement. A certificate of said insurance shall be filed with the City Real Estate Assets Department upon execution of this Agreement. CLC's insurance broker is obligated to notify the City 30 days in advance of any policy cancellation.

CLC agrees to defend, indemnify, protect, and hold the City, its agents, officers, 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 CLC's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with CLC's use of the City Library property. CLC's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agent, officers, or employees.

12. Integrated Agreement Modifications: This Agreement contains all of the agreements of the parties with respect to the terms and conditions and replaces and supersedes all prior written or modified Agreements except by written agreement signed by both parties.
13. Notices. Any demand upon or notice required or permitted to be given by one party to the other party shall be in writing. Except as otherwise provided by law, any demand upon or notice required or permitted to be given by one party to the other party shall be effective: (a) on personal delivery; (b) on the second business day after mailing by certified or registered U.S. Mail, return receipt requested; or (c) on the succeeding business day after mailing by Express Mail or after deposit with a private delivery service of general use (e.g. Federal Express) postage or fee prepaid as appropriate, addressed to the party at the address shown below:

If to CITY:

City of San Diego
202 "C" Street
San Diego, CA 92101
Attention: City Manager

If to CLC:

Congregation President
College Lutheran Church
6650 Montezuma Road
San Diego, CA 92115

Copy to:
(which shall not constitute notice)

Brent R. Heramb, Attorney at Law
2901 Fifth Avenue, Suite 201
San Diego, CA 92103

Either Party may designate in writing pursuant to this Section a different address to which notices shall be sent.

14. CITY Approval. The approval or consent of CITY, wherever required in this Agreement, shall mean the written approval or consent of the City Manager or his designee unless otherwise specified.
15. Prompt Performance. Time is of the essence of each covenant and condition set forth in this Agreement.
16. Captions. Captions in this Agreement are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
17. Attorneys' Fees and Costs. If either Party commences an action against the other Party based upon this Agreement, the prevailing Party in whose favor final judgement is entered will be entitled to recover from the other Party all reasonable costs and expenses of suit, including reasonable attorneys' fees.
18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.
19. Assignment. CLC shall not assign this Agreement, in whole or in part, without the prior written consent of CITY.
20. 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 will remain in full force and effect, provided that the intent and purpose of this Agreement is still capable of being fulfilled.
21. Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.
22. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

23. Corporate Authority. Each individual executing this Agreement on behalf of CLC represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CLC, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the constitution and bylaws of the corporation, and that this Agreement is binding upon the corporation in accordance with its terms, and that CLC is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify CLC to do business in the state of California.
24. Force Majeure. If the performance of any act required of one of the Parties is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. In the event one of the Parties claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) calendar days after the beginning of any such claimed delay.
25. Survival. All rights and obligations of the Parties which accrue prior to the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

IN WITNESS WHEREOF, this Shared Parking Agreement is executed by the City, acting by and through its City Manager, and by the CLC, acting by and through its lawfully authorized officers.

COLLEGE LUTHERAN CHURCH

CITY OF SAN DIEGO, a California
municipal corporation

By Orlie G. Baird
ORLIE G. BAIRD PRESIDENT

By [Signature]

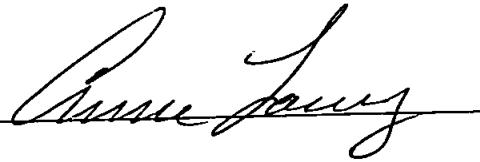
Date 1/9/2002

Date 3-22-02

D- 19041

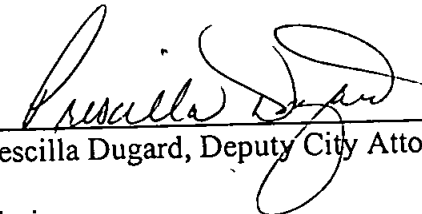
This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3).

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By 

APPROVED AS TO FORM AND LEGALITY, this 20th day of October, 2001.

CASEY GWINN, City Attorney

By 
Prescilla Dugard, Deputy City Attorney

DCM/jmj
01/08/02

I:\WPO\2002\Martens\Shared Parking - CLC.wpd

0- 19041

RESERVOIR DRIVE

MONTEZUMA ROAD

MOHAWK STREET

LIBRARY PARKING COUNT	
LIBRARY	25 SPACES
ACCESSIBLE VAN ACCESSIBLE	2 SPACES 1 SPACE
SHARED	31 SPACES
TOTAL	58 SPACES

CHURCH PARKING COUNT	
CHURCH	58 SPACES
ACCESSIBLE VAN ACCESSIBLE	4 SPACES 1 SPACE
SHARED	31 SPACES
TOTAL	105 SPACES

Date: 10/01/02 Job No.: 02033

10/01/02 DESIGN DEVELOPMENT
12/09/02 PROGRESS SET
12/18/02 CITY SUBMITTAL SET
4/28/03 CITY RESUBMITTAL SET
7/07/03 BID SET
8/18/03 BID SET - ADDENDUM #1
2/19/04 SITE ENTRY REVISION

KEYNOTES

- 1 2'-0" WIDE DETECTABLE WARNING CONSISTING OF TRUNCATED DOWNS PER DETAIL:
- 2 BIKE RACK FOR 5 BICYCLES PER DETAIL:
- 3 SITE ENTRANCE SIGN PER DETAIL:
- 4 BOOK DROP:
- 5 RETAINING WALL, SEE DETAILS:
- 6 PROVIDE GUARDRAIL PER DETAIL, TYP. 1.3.
- 7 BOLLARDS WITH EYE BOLT CONNECTION AND PADLOCKED CHAIN PER DETAIL, TYP. 1.3. CHAIN LINK BARRIER ACROSS FIRELANE TO HAVE FIRELANE SIGN AND NON-CASE HARDENED PADLOCKS
- 8 SITE WALL WITH FENCE PER DETAIL:
- 9 SIGN WALL PER DETAIL:
- 10 SEE EACH SITE PLAN AS TO EXCHANGE REQUIREMENTS.
- 11 PARKING LOT LIGHTING PER ELECTRICAL.
- 12 LABEL "BOOK DROP OFF" ON WHEELSTOP PAINTED GREEN.
- 13 LABEL "CITY PARKING ONLY" ON WHEELSTOP PAINTED GREEN.
- 14 LABEL "CHURCH PARKING ONLY" IN 8" WIDE STRIPE PAINTED YELLOW ON PAVEMENT.
- 15 LABEL "SHARED CHURCH & LIBRARY PARKING" IN 8" WIDE STRIPE PAINTED BLUE ON PAVEMENT.
- 16 FOR BASKETBALL & VOLLEYBALL STRIPPINGS & LOCATIONS FOR IN-GROUND BLEEVES SEE DETAIL:
- 17 WHEEL STOP PER DETAIL:
- 18 CONCRETE SIDEWALK.
- 19 CONCRETE STAIRS WITH ACCESSIBLE HANDRAIL.
- 20 SITE LIGHTING PER ELECTRICAL.
- 21 LABEL "LOADING / UNLOADING ONLY" ON CURB PAINTED GREEN.
- 22 MODULAR GRAVITY RETAINING WALL WITH GUARDRAIL, GUARDRAIL, 80% TO DETAIL:
- 23 PROTECT EXISTING CHAIN LINK FENCE, SIDEWALK & BUILDING, REPLACE TO MATCH EXISTING AS REQUIRED:
- 24 CMU RETAINING WALL, SEE DETAILS:
- 25 1" PRECISION METER, BACKFLOW ASSEMBLY TYPE: REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPP) PER CITY OF SAN DIEGO WATER DEPARTMENT STANDARD DRAWING 80W-27. COORDINATE WITH LANDSCAPE.
- 26 1/2" DOMESTIC WATER METER AND BACKFLOW ASSEMBLY TYPE: REDUCED PRESSURE PRINCIPLE ASSEMBLY (RPP) PER CITY OF SAN DIEGO WATER DEPARTMENT STANDARD DRAWING 80W-27. COORDINATE WITH C&M.
- 27 PW / FOC & F FIRE SERVICE BACK FLOW ASSEMBLY TYPE: REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY (TPD) PER SAN DIEGO REGIONAL STANDARD DRAWING 80W-28.
- 28 CURB RAMP, COORDINATE WITH CIVIL, SEE DETAIL:
- 29 NO CURB BORDER, SEE DETAIL:
- 30 4" WIDE PAINTED BLUE STRIPES AT 30' O.C.
- 31 MANHOLE PER CIVIL.

CITY CONTRACT SPECIFICATIONS NO. C.I.P. NO. 35-071.0

McGraw/Baldwin Architects
Architecture Planning Interiors

SITE PLAN

701 B Street #200 San Diego CA 92101

A1.1

619 231-0751

COLLEGE ROLANDO
BRANCH LIBRARY

CITY OF SAN DIEGO, CALIFORNIA

PUBLIC WORKS AND PARKS DEPARTMENT

W. O. NO. 350710

FOR CITY ENGINEER	DATE	SECTION HEAD
DESCRIPTION	BY	APPROVED
ORIGINAL	DATE	FILED
		PROJECT MANAGER
		DESIGN ENGINEER
AS BUILT		220-1752
CONTRACTOR	DATE STARTED	32212- -D
	DATE COMPLETED	

SITE PLAN

SCALE: 1" = 20'-0"

EXISTING
FIRE
HYDRANTEXISTING
FIRE
HYDRANT

0 20 60 FT

A1.1

EXHIBIT
A

EXHIBIT "C"

**Unamortized Improvement Schedule
Beginning Balance \$80,000**

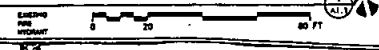
YEAR	AGREEMENT YEAR	REMAINING BALANCE
2012	11	\$40,000
2013	12	\$36,000
2014	13	\$32,000
2015	14	\$28,000
2016	15	\$24,000
2017	16	\$20,000
2018	17	\$16,000
2019	18	\$12,000
2020	19	\$ 8,000
2021	20	\$ 4,000
2022		-0-

ADDENDUM ONE

Preliminary Construction Information

Information provided by Engineering and Capital Projects.

1. CLC's consent and approval of the design criteria, which consent and approval shall not unreasonably be withheld, shall be required prior to the commencement of the improvement on the CLC Property.
2. The construction staging area will be located on the City Property.
3. The specifications for the construction bids will include CLC to have use of approximately eighty (80) parking spaces on the CLC property during construction of the library building.
4. The construction of the library building could commence approximately four (4) to six (6) months after the Agreement is approved by the City Council. Construction to complete the library building is expected to be approximately one (1) year from the commencement date.
5. The improvements to the CLC property will commence towards the completion of the construction project. At that time parking may not be available on the CLC property for a period of four (4) to six (6) weeks.
6. Included with Addendum One is a copy of the conceptual construction plan, depicting the proposed improvements on the CLC property.



LIBRARY PARKING COUNT	
LIBRARY	25 SPACES
ACCESSIBLE VAN ACCESSIBLE	3 SPACES 1 SPACE
SHARED	31 SPACES
TOTAL	59 SPACES

CHURCH PARKING COUNT	
CHURCH	69 SPACES
ACCESSIBLE VAN ACCESSIBLE	4 SPACES 1 SPACE
SHARED	31 SPACES
TOTAL	104 SPACES

Date: 10/01/02 Job No.: 02031

10/21/02	DESIGN DEVELOPMENT
12/09/02	PROGRESS SET
12/16/02	CITY SUBMITTAL SET
4/28/03	CITY RESUBMITTAL SET
7/07/03	ISO SET
8/16/03	ISO SET - ADDENDUM #1
8/19/04	SITE ENTRY REVISION

KEYNOTES

- 1 IF NO DETECTABLE SHANNING COME STRIPS OF TRIANGULARS COME UP DETAIL: (1) $\frac{11}{12}$ (2) $\frac{11}{12}$
- 2 BKE TRACK FOR 8 BICYCLES PER DETAIL: (3) $\frac{10}{11}$ (4) $\frac{10}{11}$
- 3 BITE ENTRANCE BOTH PER DETAIL: (5) $\frac{10}{11}$ (6) $\frac{10}{11}$
- 4 BOON DROP: (7) $\frac{10}{11}$ (8) $\frac{10}{11}$
- 5 RETURNING MAIL: SEE DETAIL: PROVIDE CHAIRMAN PER DETAIL: PA.1.1: (9) $\frac{10}{11}$ (10) $\frac{10}{11}$
- 6 HOLLARS WITH THE CITY CONNECTION AND PASSED CHAIR PER DETAIL: PA.1.1: CHAIR LINES AND HOLLARS TO AND FROM PIRELONE BOON AND HOLLARS: HOLLARS: HOLLARS: (11) $\frac{10}{11}$ (12) $\frac{10}{11}$
- 7 SITE WALL WITH THE CITY PER DETAIL: (13) $\frac{10}{11}$ (14) $\frac{10}{11}$
- 8 BKE WALL PER DETAIL: (15) $\frac{10}{11}$ (16) $\frac{10}{11}$
- 9 BKE WALL SITE PLAN AS A CITY: (17) $\frac{10}{11}$ (18) $\frac{10}{11}$
- 10 MARKING OF LIGHTING FOR ELECTRICAL: (19) $\frac{10}{11}$ (20) $\frac{10}{11}$
- 11 LABEL: "BOOK DROP OFF ON HELLSTON PAINTED GREEN: (21) $\frac{10}{11}$ (22) $\frac{10}{11}$
- 12 LABEL: "CITY PARKING ONLY ON HELLSTON PAINTED GREEN: (23) $\frac{10}{11}$ (24) $\frac{10}{11}$
- 13 LABEL: "COURT PARKING ONLY IF NO SIDE STRIPS PAINTED YELLOW OR GREEN: (25) $\frac{10}{11}$ (26) $\frac{10}{11}$
- 14 LABEL: "CITY PARKING A LUMBERY PARKING ONLY IF NO SIDE STRIPS PAINTED BLUE OR RED: (27) $\frac{10}{11}$ (28) $\frac{10}{11}$
- 15 FOR BARRETT'S A VIOLETTA STRIPS A LOCATIONS FOR IN-HOURLS BLUE IS LIVE DETAIL: (29) $\frac{10}{11}$ (30) $\frac{10}{11}$
- 16 WHEEL STOP PER DETAIL: (31) $\frac{10}{11}$ (32) $\frac{10}{11}$
- 17 CONCRETE SIDEWALK: (33) $\frac{10}{11}$ (34) $\frac{10}{11}$
- 18 CONCRETE SQUARE WITH ACCESSIBLE A HOLLARS: (35) $\frac{10}{11}$ (36) $\frac{10}{11}$
- 19 SITE LIGHTING FOR ELECTRICAL: (37) $\frac{10}{11}$ (38) $\frac{10}{11}$
- 20 LABEL: "LAMPING LAMPING ONLY" ON CURBS PAINTED GREEN: (39) $\frac{10}{11}$ (40) $\frac{10}{11}$
- 21 MODULAR CANNY RETAINING WALL WITH BURGLAR: (41) $\frac{10}{11}$ (42) $\frac{10}{11}$
- 22 BURGLAR WALL TO DETAIL: (43) $\frac{10}{11}$ (44) $\frac{10}{11}$
- 23 BURGLAR: ERECTED CHAIN LINK FENCE AS REQUIRED: BURGLAR: REPLACE TO MATCH EXISTING AS DETAIL: (45) $\frac{10}{11}$ (46) $\frac{10}{11}$
- 24 CAN RETURNING WALL: SEE DETAIL: MATCH EXISTING CHAIRMAN WALL COLOR: (47) $\frac{10}{11}$ (48) $\frac{10}{11}$
- 25 IF HOLLARS WITH WATER: SCHEDULED ASSESSMENT TYPE: REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (49) $\frac{10}{11}$ (50) $\frac{10}{11}$
- 26 WATER: SCHEDULED WITH WATER: SCHEDULED ASSESSMENT TYPE: REDUCED PRESSURE PRINCIPLE DETECTOR ASSEMBLY PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (51) $\frac{10}{11}$ (52) $\frac{10}{11}$
- 27 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (53) $\frac{10}{11}$ (54) $\frac{10}{11}$
- 28 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (55) $\frac{10}{11}$ (56) $\frac{10}{11}$
- 29 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (57) $\frac{10}{11}$ (58) $\frac{10}{11}$
- 30 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (59) $\frac{10}{11}$ (60) $\frac{10}{11}$
- 31 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (61) $\frac{10}{11}$ (62) $\frac{10}{11}$
- 32 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (63) $\frac{10}{11}$ (64) $\frac{10}{11}$
- 33 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (65) $\frac{10}{11}$ (66) $\frac{10}{11}$
- 34 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (67) $\frac{10}{11}$ (68) $\frac{10}{11}$
- 35 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (69) $\frac{10}{11}$ (70) $\frac{10}{11}$
- 36 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (71) $\frac{10}{11}$ (72) $\frac{10}{11}$
- 37 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (73) $\frac{10}{11}$ (74) $\frac{10}{11}$
- 38 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (75) $\frac{10}{11}$ (76) $\frac{10}{11}$
- 39 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (77) $\frac{10}{11}$ (78) $\frac{10}{11}$
- 40 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (79) $\frac{10}{11}$ (80) $\frac{10}{11}$
- 41 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (81) $\frac{10}{11}$ (82) $\frac{10}{11}$
- 42 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (83) $\frac{10}{11}$ (84) $\frac{10}{11}$
- 43 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (85) $\frac{10}{11}$ (86) $\frac{10}{11}$
- 44 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (87) $\frac{10}{11}$ (88) $\frac{10}{11}$
- 45 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (89) $\frac{10}{11}$ (90) $\frac{10}{11}$
- 46 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (91) $\frac{10}{11}$ (92) $\frac{10}{11}$
- 47 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (93) $\frac{10}{11}$ (94) $\frac{10}{11}$
- 48 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (95) $\frac{10}{11}$ (96) $\frac{10}{11}$
- 49 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (97) $\frac{10}{11}$ (98) $\frac{10}{11}$
- 50 PER CITY OF SAN DIEGO WATER DEPARTMENT: STANDING DRAWING: (99) $\frac{10}{11}$ (100) $\frac{10}{11}$

CITY CONTRACT
SPECIFICATIONS NO. C.I.P. NO. 35-071.0

McGraw/Baldwin Architects
Architecture Planning Interiors

SITE PLAN

701 B Street #200 San Diego CA 92101

COLLEGE ROLANDO
BRANCH LIBRARY

CITY OF SAN DIEGO, CALIFORNIA

А. В. 350710

FOR CITY ENGINEER		DATE		SECTION NAME	
DESCRIPTION	BY	APPROVED	DATE	PROJECT NUMBER	
CONCRETE				DESIGN NUMBER	
				220-1752	
AS BUILT				SHEET NUMBER	
CONSTRUCTION		DATE ISSUED		32212--0	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

SAN DIEGO

SS.

On JANUARY 9, 2002, before me, GRACE M. CAMAMA, A NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

ORLIE G. BAIRD

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Grace M. Camama
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

Title or Type of Document: COLLEGE WITHDRAWN CHURCH SHARED PARKING AGREEMENT

Document Date: 1/7/02 Number of Pages: 10

Signer(s) Other Than Named Above: REPRESENTATIVE OF CITY OF SAN DIEGO

Capacity(ies) Claimed by Signer

Signer's Name: ORLIE G. BAIRD

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other: PRESIDENT OF LLC

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ORDINANCE NUMBER O- 19041 (NEW SERIES)

MAR 18 2002

ADOPTED ON _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
~~EXECUTE A TWENTY-YEAR SHARED PARKING~~
AGREEMENT WITH COLLEGE LUTHERAN CHURCH FOR
THIRTY-ONE VEHICLE PARKING SPACES.

WHEREAS, the City and College Lutheran Church have negotiated a twenty-year shared parking agreement and in lieu of rent, the City will expend \$156,027 to construct parking improvements on the church property, the fair market rate as determined by City valuation staff; and

WHEREAS, the property to be shared is located at the corner of Montezuma Road and Reservoir Drive in the College area, in the City of San Diego, County of San Diego, as more particularly described in the agreement; and

WHEREAS, the purpose of the agreement is for the future College Park community Library [Library], which is to be built adjacent to College Lutheran Church [Church], to obtain additional parking by using thirty-one vehicle parking spaces or approximately 9,755 square feet of Church property and for the Church to use a portion of the Library parking area as overflow parking when the Library is closed; and

WHEREAS, the utilization of a portion of the Church property for Library parking will be a public benefit that will enable the City to design and build the Library with an open and expanded entry that may be used for community events; NOW, THEREFORE,

BE IT ORDAINED, by the Council of The City of San Diego, as follows:

Section 1. That upon City Council approval of a construction contract for building of

a College Park Community Library at the corner of Montezuma Road and Reservoir Drive in the College area, San Diego, California, the City Manager is authorized to execute, for and on behalf of the City of San Diego, a twenty-year shared parking agreement with College Lutheran Church, commencing November 1, 2002, and terminating October 31, 2022, for the adjacent College Park Community Library to use thirty-one vehicle parking spaces on the Church property and for the Church to use a portion of the Library parking area as overflow parking when the Library is closed, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. OO-19041.

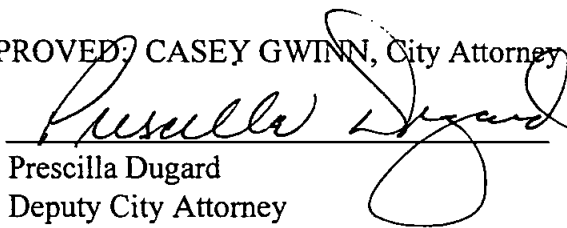
Section 2. That the expenditure of an amount not to exceed \$156,027 from CDBG Fund 18532 to construct parking improvements on the Church property in lieu of rent at the time of the Library construction is authorized.

Section 3. That a full reading of this ordinance is dispensed with prior to its final passage, a written or printed copy having been available to the City Council and the public a day prior to its final passage.

Section 4. This ordinance shall take effect and be in force on the thirtieth day from and after its passage.

APPROVED: CASEY GWINN, City Attorney

By


Prescilla Dugard
Deputy City Attorney

PD:cdk

01/25/02

02/26/02 COR. COPY

Or.Dept:REA

Aud.Cert.: 2200791

O-2002-80

Passed and adopted by the Council of The City of San Diego on March 18, 2002 by the following vote:

YEAS: PETERS, WEAR, ATKINS, STEVENS, MAIENSCHEN, FRYE, INZUNZA, MAYOR MURPHY.

NAYS: NONE.

NOT PRESENT MADAFFER.

AUTHENTICATED BY:

DICK MURPHY
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Peggy Rogers, Deputy

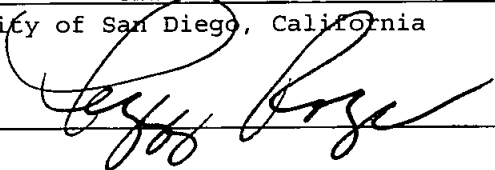
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. O-19041 (New Series) of The City of San Diego, California.

I FURTHER CERTIFY that said ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on February 25, 2002 and on March 18, 2002.

I FURTHER CERTIFY that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council, and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: , Deputy

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER: READ#10

AC 2200791

TO: CITY ATTORNEY		2. FROM: (Originating Department) REAL ESTATE ASSETS DEPARTMENT		3. DATE January 23, 2002			
4. SUBJECT: Shared Parking Agreement - College Lutheran Church							
5. FOR INFORMATION CONTACT: (NAME & MAIL STA.) WIGGINS/Martens 51A		6. TELEPHONE NO. 66733/66066		7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2: ☒			
8. COMPLETE FOR ACCOUNTING PURPOSES							
5. FUND	18532			9. ADDITIONAL INFORMATION / ESTIMATED COST: Cost: Improvements \$156,027 Fiscal Impact: \$156,027 from CDBG fund Job: 223112 at time of Library const cc: Dept. Docket Clerk <u>Thomas Guide Page: 1270 D-2</u>			
DEPT	4112						
ORGANIZATION	1208						
OBJECT	4638						
JOB ORDER	000001						
C.I.P. NO.	350710						
AMOUNT	\$156,027						
10. ROUTING AND APPROVALS							
ROUTE	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (X)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
X	Department Director	<i>[Signature]</i>	1/25/02	X	CITY MANAGER HERRING	<i>[Signature]</i> 2-5-02	
X	DSD/EAS	<i>[Signature]</i>	1/23/02	X	AUDITOR	<i>[Signature]</i> Jan Kt-DA	02/05/02
X	LIBRARY	<i>[Signature]</i>	1/23/02	X	CITY ATTORNEY	<i>[Signature]</i> D. Dwyer	2/13/02
X	ENGINEERING & CAPITAL PROJECTS	<i>[Signature]</i>	1/24/02	X	ORIGINATING DEPARTMENT	<i>[Signature]</i>	2/13/02
X	EOCP	<i>[Signature]</i>	1/28/02		MGR. DOCKET COORD. _____ COUNCIL REP. _____		
X	FINANCIAL MGMT.	<i>[Signature]</i>	1/31/02	✓	RULES COMMITTEE ☐ CONSENT ☐ ADOPTION ☐ Refer to _____ ☐ Date _____		
X	CDBG	<i>[Signature]</i>	2-5-02				
11. PREPARATION OF: ☐ RESOLUTION(S) ☒ ORDINANCES(S) ☐ AGREEMENT(S) ☐ DEED(S)							
1. Authorizing the City Manager to execute a twenty year shared parking agreement with College Lutheran Church, for the adjacent City Library to use thirty-one vehicle parking spaces on the church property and for College Lutheran Church to use a portion of the City Library parking area, as overflow parking, when the City Library is closed. 2. Authorizing the one time expenditure of up to \$156,027 from CDBG fund to construct parking improvements on the church property in lieu of rent at time of Library construction.							
11a. MANAGER'S RECOMMENDATION: Introduce the Ordinance.							

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COMMUNITY AREA: COLLEGE

COUNCIL DISTRICT: 7

ACTION REQUESTED BY: Real Estate Assets Department Director

DOCUMENT SUBMITTED: Shared Parking Agreement in triplicate for execution by the City Manager.

DESCRIPTIVE LOCATION: 6650 Montezuma Road

ENVIRONMENTAL ASSESSMENT: This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15061(b)(3).

HANDLING: DO NOT RECORD. Return documents to Real Estate Assets Department, Attention: David Martens, M.S. 51A, for further handling.

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE

January 23, 2002

SUBJECT

Shared Parking Agreement - College Lutheran Church

BACKGROUND:

The City owns property located at the corner of Montezuma Road and Reservoir Drive in the College area. The City purchased the property to build the College Park Community Library and desires to enter into a Shared Parking Agreement with the adjacent owner, College Lutheran Church. In addition to vehicle parking on the City Library site, this agreement will give the City thirty-one vehicle parking spaces on the church property and allow the church to use a portion of the City Library parking area, as overflow parking, when the library is closed. Using a portion of the church property for City Library parking will be a public benefit that will enable the City to design and build the City Library with an open and expanded entry that may be used for community events. The agreement will also provide the City with a First Right of Offer to purchase the church property. This would provide a public benefit for future library expansion and/or provide additional City Park Land. The City proposes to complete parking improvements on the church property in the amount of \$156,027 in lieu of rent for the initial twenty year term of the agreement. City Valuation staff has opined it would cost the City over 3 times the cost per space to construct the additional spaces on its own property. The parking improvements will be completed with the Library construction.

TERM - Twenty years commencing November 1, 2002, terminating October 31, 2022.

USE - Additional parking for College Park Community Library.

SIZE - Thirty-one vehicle parking spaces or approximately 9,755 square feet.

RENT - In lieu of rent the City will make vehicle parking improvements on the church property.

IMPROVEMENTS - Paving, curbs, lighting, irrigation, plant material.

OPTION TO EXTEND - After the initial twenty year term, the City has the option to extend the lease for two additional five year periods at fifty percent of the then market rent used for parking only.

FISCAL IMPACT: \$156,027 from CDBG Fund at the time of Library construction.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/Author Initials)

HERRING:Griffith:DCM

Job: 223112

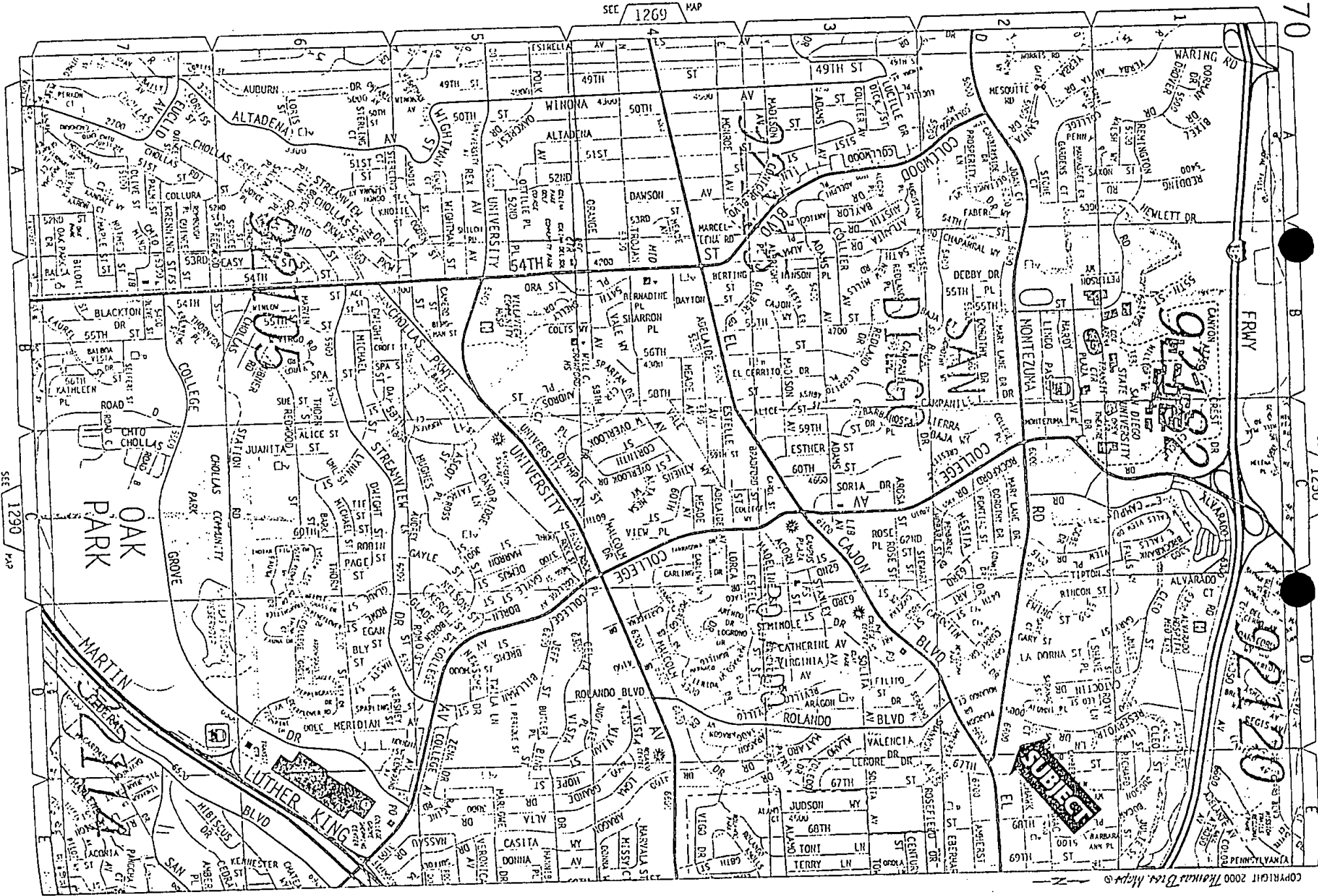
SIGNATURES:

ORIGINATING DEPT. HEAD

CITY MANAGER:

(FOR MANAGERIAL DEPARTMENTS ONLY)

SEE 1269 MAP



**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

CERTIFICATE OF UNALLOTTED BALANCE

AC 2200791
ORIGINATING DEPT. NO. 070

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount 156,027 Fund 18532

Purpose Authorizing the one time expenditure of up to \$156,027 from CDBG funds to construct parking improvements on College Lutheran Church property in lieu of rent at the time of library construction, CIP 350710

Date February 5, 2002

By: *[Signature]* Lisa Kondrat-Dauphin
AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	ACCOUNTING DATA JOB ORDER	OPERATION ACCOUNT	BENEF. EQUIP	FACILITY	AMOUNT
01	0	18532	4112	1208	4279	000001				\$156,027.00
TOTAL AMOUNT										\$156,027.00 FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed \$

Vendor

Purpose

Date

By:

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	ACCOUNTING DATA JOB ORDER	OPERATION ACCOUNT	BENEF. EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										FUND OVERRIDE

Recording Requested by: City Clerk

After recording mail to:

City Clerk
City of San Diego
Mail Station 2A

Doc. F-7294 Date JUL 29 1998
No. _____ Filed _____
Resol. _____ Date _____
No. _____ Adept. _____
COUNTY RECORDERS' INFORMATION
File/Page No. 1998-0493265
Date 8-6-98
Series _____ Book _____

468	120	05	ALL
			XPTN

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO, a corporation,

HEREBY GRANT(S) to the City of San Diego, a municipal corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO

BY Joyce L. Butler
BY Norman A. Smith

Dated 7-28-98 By Michael P. Haff

EXHIBIT "A"

Page 1 of 2

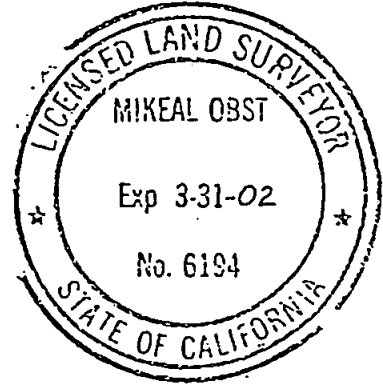
PORTION APN 468-120-05

That portion of Lot 1, of College Vista, in the City of San Diego, County of San Diego, State of California, according to Map Number 3226 filed in the office of the County Recorder of San Diego County on May 4, 1955 as File Number 58676 of Official Records, also being that portion of Mohawk Street as dedicated per said Map No. 3226, closed and vacated to public use as shown on City of San Diego Drawing Number 13199-B, according to Resolution Number 209422, recorded in the Office of the County Recorder of said County on December 26, 1973 as File/Page Number 73-354560 of Official Records, more particularly described as follows:

Commencing at a point on the East line of said Lot 1, lying distant thereon, South $0^{\circ}43'06''$ East (South $1^{\circ}10'45''$ East per Map 3226) 57.00 feet from the Northeast corner of said Lot; Thence along the South line of Mohawk Street, North $89^{\circ}57'08''$ West 33.38 feet to the beginning of a curve, being the Southerly curve of Mohawk Street as dedicated for public street purposes, as shown on City of San Diego Drawing Number 13160-B, according to Resolution 209429, recorded in the Office of the County Recorder of said County on December 28, 1973 as File/Page 73-357760 of Official Records, said curve being, concave Southerly, having a radius of 20.00 feet; Thence Westerly along the arc of said curve 9.76 feet through a central angle of $27^{\circ}47'45''$ to the beginning of a reverse curve, concave Northerly, having a radius of 45.00 feet, a radial line bears South $27^{\circ}55'01''$ East; Thence Westerly along the arc of said curve 28.80 feet through a central angle of $36^{\circ}39'56''$ to the **POINT OF BEGINNING**, a radial line bears South $8^{\circ}44'55''$ West; Thence leaving said Southerly curve, South $8^{\circ}39'12''$ West 9.06 feet; Thence North $86^{\circ}46'22''$ West 158.11 feet; Thence South $12^{\circ}43'51''$ West 281.56 feet to the Southerly line of said Lot 1; Thence along said Southerly line North $77^{\circ}16'02''$ West 215.82 feet to the Southwest corner of said Lot 1; Thence along the Westerly line of said Lot 1, North $19^{\circ}57'02''$ East 308.76 feet to the Northwest corner of said Lot 1; Thence along the Northerly line of said Lot 1, North $89^{\circ}43'29''$ East 187.42 feet; Thence continuing North $89^{\circ}58'15''$ East 105.34 feet to an intersection with a curve, said curve being that portion of Mohawk Street vacated as shown on City of San Diego Drawing Number 13199-B, according to Resolution 209422, recorded in the Office of the County Recorder of said County on December 26, 1973 as File/Page 73-354560 of Official Records, said curve being concave Easterly, having a radius of 45.00 feet, a radial line bears North $64^{\circ}12'06''$ West; Thence Southerly, Southeasterly and Easterly along the curve 84.08 feet through an angle of $107^{\circ}02'59''$ to the **POINT OF BEGINNING**.

EXCEPTING AND RESERVING to the Grantor herein a 10.00 foot private easement for sewer and drainage purposes only, over, under and across the property described herein.

See plat by Raymond F. Hall, R.C.E. 8629, prepared exclusively for College Lutheran Church at the request of Brent R. Heramb, April 11, 1979. A copy of said plat is on file in the Engineering and Capital Projects Survey Section office.



Mikeal Obst JUNE 9, 1998
Mikeal Obst, PLS 6194 Date
Assoc. Land Surveyor, City of San Diego, Eng. & Cap. Proj., Field Div.
My registration expires 3/31/02

ALL PURPOSE ACKNOWLEDGEMENT

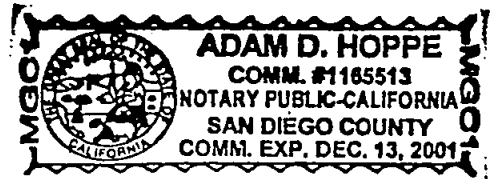
STATE OF CALIFORNIA
COUNTY OF

San Diego } SS.

On 6/24/1998 before me, Adam D. Hoppe
personally appeared Joyce L. Butler and Norma A. Smith

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

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature

Adam D. Hoppe

1159x

Presented for record by the City of San Diego

COLLEGE LUTHERAN CHURCH OF SAN DIEGO, a California Corporation

For and in consideration of a valuable consideration

Hereby Grants to the City of San Diego, a Municipal Corporation, in the County of San Diego, State of California; All that Real Property situate in the City of San Diego, County of San Diego, State of California: The permanent Easement and right of way for a Public Street and incidents thereto, over, under, upon, along and across the following described property:

AS PER LEGAL DESCRIPTION ATTACHED HERETO
MARKED EXHIBIT "A" AND MADE A PART HEREOF.

Dated: April 9 19 73

Witness to the signature of _____

By _____

STATE OF CALIFORNIA,)
) SS.
COUNTY OF SAN DIEGO,)

On this _____ day of _____, 19____, before the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared _____

personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, by me being duly sworn, deposed and said that he resides in said County of San Diego, State of California; that he was present and saw _____

personally known by him to be the same person described in and whose name _____ subscribed to the within instrument as party parties thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

SEAL

Notary Public in and for
the said County and State

COLLEGE LUTHERAN CHURCH OF SAN
DIEGO, a California Corporation

Walter L. ... Pres.
City of San Diego Secty.

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego, pursuant to authority conferred by Resolution No. 19486, adopted by the Council of the City of San Diego on December 18, 1969, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 4/11/73 By Walter L. ...
Assistant to the City Manager

AFTER RECORDING, MAIL TO CITY CLERK

74-044552

1159x

Presented for record by the City of San Diego

COLLEGE LUTHERAN CHURCH OF SAN DIEGO, a California CorporationFor and in consideration of a valuable consideration

Hereby Grants to the City of San Diego, a Municipal Corporation, in the County of San Diego, State of California; All that Real Property situate in the City of San Diego, County of San Diego, State of California: The permanent Easement and right of way for a Public Street and incidents thereto, over, under, upon, along and across the following described property:

AS PER LEGAL DESCRIPTION ATTACHED HERETO
MARKED EXHIBIT "A" AND MADE A PART HEREOF.

Dated: April 9 1973

Witness to the signature of

COLLEGE LUTHERAN CHURCH OF SANDIEGO, a California CorporationW. G. Larsen

res.

city.

ty conveyed
a municipal
ged officer
to authority
the Council
169 and the
its duty

W. G. Larsen
"

LERS

Corporation Acknowledgment
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

} ss.

1159a

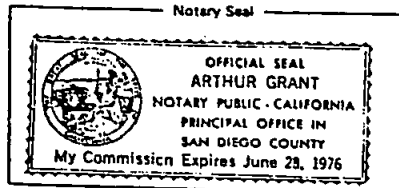
On APRIL 9TH 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared N.G. LARSEN known to me to be the _____ President, and BETZY B. BAKER known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

Arthur Grant
ARTHUR GRANT

Notary Public in and for said County and State

Notary Seal



SEAL

the said County and State

150/3M 2-70

Through the Courtesy of
Louisville Title Company
of San Diego

74-044552



Parcel 1

An easement and right of way for public street purposes over that portion of Lot 1 of COLLEGE VISTA, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3226, filed in the office of the County Recorder of said County May 4, 1955 described as follows:

Beginning at the Northwest corner of said Lot 1; thence along the Northerly line of said Lot North 89°45'06" East (record North 89°30'45" East) 24.29 feet to a point in a non-tangent 470 foot radius curve concave Easterly, a radial of which bears North 70°55'11" West to said point; thence leaving said Northerly line Southerly along the arc of said curve through an angle of 6°21'42" a distance of 52.18 feet; thence tangent to said curve South 12°43'07" West 26.75 feet to the TRUE POINT OF BEGINNING; thence continuing South 12°43'07" West 213.16 feet to the beginning of a tangent 20 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through an angle of 89°57'53" a distance of 31.40 feet to a point of tangency in the Southerly line of said Lot 1; thence along said Southerly line of Lot 1, North 77°14'51" West (record North 77°42'00" West) 50.11 feet; thence North 20°04'47" East 235.06 feet to the TRUE POINT OF BEGINNING.

Parcel 2

An easement and right of way for public street purposes over that portion of Lot 1 of COLLEGE VISTA, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 3226, filed in the office of the County Recorder of said County May 4, 1955, described as follows:

Beginning at the Northwest corner of said Lot 1; thence along the Northwesterly line of said Lot North 89°45'06" East (record North 89°30'45" East) 24.29 feet to a point in a non-tangent 470 foot radius curve concave Easterly a radial of which bears North 70°55'11" West to said point; thence leaving said Northerly line Southerly along the arc of said curve through an angle of 6°21'42" a distance of 52.18 feet; thence tangent to said curve South 12°43'07" West 26.75 feet; thence South 20°04'47" West 235.06 feet to a point in the Southerly line of said Lot 1; thence along said Southerly line North 77°14'51" West (record North 77°42'00" West) 30.25 feet to the Southwest corner of said Lot 1; thence along the Westerly line of said Lot 1 North 20°04'47" East 309.03 feet (record North 19°27'53" East 309.03 feet) to the POINT OF BEGINNING.

74-044552

RECEIVED
CITY CLERK'S OFFICE
1973 DEC -5 PM 12:17
*
SAN DIEGO, CALIF.

FILE / PAGE NO. **74-044552**
BOOK 1974
RECORDED REQUEST OF
CITY CLERK
FEB 22 9 46 AM '74
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HARLEY F. BLOOM
RECORDER

DOCUMENT NO. **745864**
FILED **DEC 21 1973**
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

NO FEE

Deed of College Lutheran Church
of San Diego to The City of
San Diego

74-044552
9
100000

I, Hanson, a single man

For and in consideration of the benefits to accrue to the grantors herein by acceptance of the easement hereinafter described,

Do Hereby Grant to The City of San Diego, a Municipal Corporation, in the County of San Diego, State of California, an easement for the purpose of a right of way for the construction and operation, maintenance of a public sewer and appurtenances thereto, through, over, under, along and across,

All that Real Property situate in the City of San Diego, County of San Diego, State of California and County of San Diego, bounded and described as follows:

That portion of Lot 32, La Mesa Colony, according to the map thereof No. 346, filed in the office of the Recorder of said County of San Diego, together with that portion of the easterly one-half of Reservoir Drive, closed to public use on October 18, 1920, by the Board of Supervisors of said County of San Diego, lying westerly of and adjacent to said Lot 32, lying within a strip of land 20.0 feet in width, 10.0 feet on either side of the following described center line:

Beginning at the intersection of the northerly line of said Lot 32 with the westerly line of 67th Street, as said street is located and established as of the date of this instrument; thence westerly along said northerly line a distance of 687.47 feet to a point; thence southwesterly in a direct line making an angle to the left of 65° 18' with said northerly line, a distance of 165.1 feet to THE TRUE POINT OF BEGINNING; thence continuing southwesterly in the same direction, a distance of 55.3 feet to an angle point; thence southwesterly in a direct line, making an angle to the left of 1° 52' with the last described line, a distance of 369.00 feet, more or less, to an intersection with the southerly line of that certain parcel of land conveyed to Ingolf Hanson by deed recorded January 13, 1933, in Book 187 at Page 195 of Official Records.

Excepting therefrom, that portion of the above described strip or parcel of land falling within the northerly and southerly right of way lines of Montezuma Road, as said Road is located and established as of the date of this instrument.

The side lines of the above described strip or parcel of land shall be prolonged or shortened so as to terminate in the northerly and southerly lines of said Hanson land.

Witness my hand and seal this 25 day of March, 1950

I, Hanson [SEAL]

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

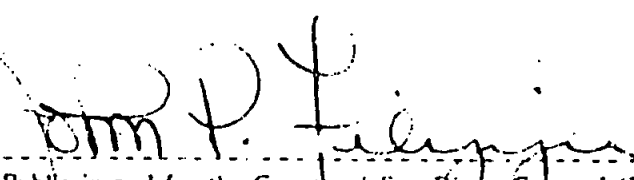
STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO, } SS.

On this 23rd day of March A. D. Nineteen Hundred
and Fifty before me John P. Filippi

a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared I. Hanson

known to me to be the person described in and whose name JS subscribed to the
within instrument and acknowledged to me that he executed the same.

Witness My Hand and Official Seal the day and year in this certificate first above written.


Notary Public in and for the County of San Diego, State of California.

My Commission Expires

My Commission Expires January 7, 1951

RIGHT OF WAY

I, Ingolf Hanson

hereinafter called the "Grantor," for and in consideration of the sum of One Dollar, and other value received, do hereby grant to the San Diego Gas & Electric Company, a corporation, its successors and assigns, hereinafter called the "Grantee," the right, easement and privilege of placing, erecting, constructing, repairing, replacing, maintaining and using, for the transmission and distribution of electricity and for all purposes connected therewith, a line of poles with wires suspended thereon and all necessary and proper guys, anchorage, crossarms and braces and other fixtures for use in connection therewith, together with the right of ingress thereto and egress therefrom to and along said line, over and across the Grantor's land situate in the County of San Diego State of California, and more particularly described as follows: That certain portion of Lot 32 of La Mesa Colony, as per map thereof No. 346 filed in the office of the Recorder of said County of San Diego, described in a Deed recorded in Book 187 at Page 195 Official Records of said County of San Diego, and that certain portion of former Reservoir Drive, reverting to said portion of Lot 32 by virtue of the closing thereof by order of the Board of Supervisors of said County of San Diego.

The route of said line of poles and wires across said land shall be as follows: Beginning at a point in the above described property which bears North 88° 34' 26" West, along the North line of said La Mesa Colony 173.93 feet; thence South 25° 43' 21" East, 1.15 feet; thence South 18° 19' 51" East, 143.05 feet; thence South 00° 45' 36" East, 800.77 feet; thence South 15° 43' 09" West, 415.03 feet from the Southwest corner Lot 102 of Dennstedt Point Unit No. 2, as per map thereof No. 2804 filed in the office of said Recorder; thence from said point of beginning South 19° 33' 09" West to the Southerly line of the above described property.
Also: From said point of beginning, thence North 15° 43' 09" East to the North line of the above described property.

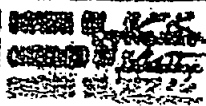
The Grantee is also hereby granted the right to trim any trees along said line of poles and wires whenever considered by it necessary for the proper operation and use of the rights hereby granted.

In Witness Whereof, the Grantor executed these presents this 19th day of September, 1933
Executed in the Presence of:

Wilfred S. Hunter
Witness

I. Hanson

Witness



USE PROPER FORM ON BACK

DEED 5039 PAGE 252
PAGE 252
DEED 5039

WITNESS FORM

STATE OF CALIFORNIA
County of San Diego

On this _____ day of _____ A.D. 19____, before me, _____
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____
known to me to be the person _____ whose
name _____ subscribed to the within instrument, as a Witness thereto, who being by me duly sworn, depose and say:
That _____ he _____ reside _____ in _____ and that
_____ he _____ present and saw _____
personally known to him _____ to be the same person _____ whose name _____ subscribed
to the within and annexed instrument, execute and deliver the same, and _____ he _____
acknowledged to said affiant that _____ he _____ executed the same; and that said affiant
subscribed _____ his _____ name _____ thereto as a Witness.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first written.

Notary Public in and for the County of San Diego, State of California

GENERAL FORM

STATE OF CALIFORNIA
County of SAN DIEGO

On this 190 day of September A.D. 1953, before me, John P. Filippi
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared
I. Hanson
whose name _____ subscribed to the within instrument, and duly acknowledged to me that _____ he _____ executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

John P. Filippi
Notary Public in and for the County of San Diego

My Commission Expires January 7, 1954

SEP 5 11 10 AM '53
5039 PAGE 251
COUNTY OF SAN DIEGO
NOTARY PUBLIC

150680
RECORDED
SAN DIEGO GAS & ELECTRIC CO.

SAN DIEGO GAS & ELECTRIC
COMPANY
TO

INGOLF HANSON

RIGHT OF WAY

CORPORATION FORM

STATE OF _____
County of _____

On this _____ day of _____ A.D. 19____, before me, _____
a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared _____
known to me to be the _____ President and
known to me to be the _____ Secretary of the

the Corporation that executed the within instrument, known to me to be the persons
who executed the within instrument, on behalf of the Corporation therein named, and
acknowledged to me that such Corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal
the day and year in this certificate first above written.

Notary Public in and for said County and State

783

3226

NO. COLLEGE VISTA
NO. NO.
A PORTION OF MONARK STREET AND THAT PORTION MARKED REMAINED FOR FUTURE STREET AND ON NAMED CASSETT, SHOWN ON THIS MAP WITHIN THIS SUBDIVISION

THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO.
A. J. ROBERTSON, President
THE EVANGELICAL LUTHERAN CHURCH (AS MORTGAGEE UNDER \$443,150 OR)
T. C. ROBERTSON, Secretary

A. J. ROBERTSON, President
T. C. ROBERTSON, Secretary
My Commission expires Aug 31, 1956

My Commission expires Aug 31, 1956
My Commission expires March 16, 1956

My Commission expires March 16, 1956

LAND TITLE INSURANCE COMPANY
THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO, A CORPORATION, AND THE EVANGELICAL LUTHERAN CHURCH, AS MORTGAGEE UNDER THAT MORTGAGE, DATED AUG. 25, 1954 IN BOOK 5342 PAGE 120 OF OFFICIAL RECORDS, OTHER THAN THE CITY OF SAN DIEGO, RECORDS OF DEEDS, APRIL 17, 1955 IN BOOK 2875, PAGE 210 OF OFFICIAL RECORDS, AND THE SAN DIEGO GAS & ELECTRIC CO. MEMBERS OF MORTGAGEE, WIRE AND INCIDENTAL PURPOSES BY DEED RECORDED NOV. 5, 1953 IN BOOK 5055, PAGE 231 OF OFFICIAL RECORDS, NONE OF WHICH SAID DOCUMENTS CAN BE OPEN INTO A FEE.
In witness whereof, said Land Title Insurance Company has caused this instrument to be executed under its corporate name and seal by its proper officers thereunto duly authorized the day and year in this certificate first above written

LAND TITLE INSURANCE CO.
By: [Signature]
Vice President
Attorney: [Signature]
Assistant Secretary

COLLEGE VISTA

THAT PORTION OF LOT 32 OF LA MESA COLONY, IN THE CITY OF SAN DIEGO COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 344, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY MARCH 8, 1957, TOGETHER WITH THE PORTION OF THE EAST HALF OF ESTERIDGE DRIVE ADJOINING SAID LOT 32 ON THE WEST, AS CLEARED BY ORDER OF THE BOARD OF SUPERVISORS OF SAN DIEGO COUNTY, OCTOBER 18, 1954, A CERTIFIED COPY OF WHICH WAS RECORDED IN BOOK 737, PAGE 120 OF DEEDS, RECORDS OF SAID COUNTY, AS DELINEATED ON SHEET 2 HEREIN.

J. M. QUINN, President
J. M. QUINN, Secretary
My Commission expires April 21, 1955

R. C. LINDSAY, SUPT. OF STREETS
R. A. HALL, SUPT. OF STREETS
My Commission expires April 20, 1955

5/3/55
A. J. ROBERTSON
My Commission expires May 3, 1955

FRANK J. ROBERTSON
PAID IN FULL
CITY OF SAN DIEGO
COLLEGE VISTA
PARTITION OF MONARK STREET
AND SUBJECTS THAT PORTION MARKED REMAINS FOR FUTURE STREET.
My Commission expires May 3, 1955

CITY OF SAN DIEGO
COLLEGE VISTA
CITY ENGINEER

5/3/55
A. J. ROBERTSON
REGISTERED CIVIL ENGINEER
DANIEL ALLEN
APRIL 1, 1955
That the monuments are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

5-3-55
DELANAH J. DIXON
CITY ENGINEER

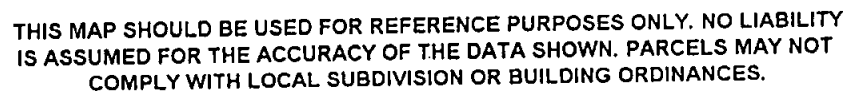
5-3-1955
J. H. MARK
APRIL 23, 1955
JEAN L. VINCENT

May 4, 1955
R. B. JAMES
R. B. JAMES
M. B. JAMES

ROGER N. HOWE
COLLEGE VISTA
58676
ROGER N. HOWE
DANIEL ALLEN
MAY 15, 1951
ROGER N. HOWE
H. A. Schneider

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

Description: San Diego, CA Tract Map 3226 Page: 1 of 2
Order: 10927 Comment:



I, INGOLF HANSON, a single man,

For and in consideration of the benefits to accrue to the grantors herein by acceptance and dedication of the easement hereinafter described,

Do Hereby Grant to The City of San Diego, a Municipal Corporation, in the County of San Diego, State of California, an easement for the purpose of a right of way for a public street and incidents thereto, through, over, under, along and across,

All that Real Property situate in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

These portions of Lot 32 and of Reservoir Drive, vacated and closed to public use, of La Mesa Colony, in the County of San Diego, State of California, according to map thereof No. 346, filed in the office of the County Recorder of San Diego County, March 9, 1897, lying within the following boundaries:

Beginning at a point in the northwesterly line of said Lot 32, distant thereon North 22° 25' 45" East 1.61 feet from the southwest corner of said Lot, running thence North 77° 41' 45" West to the center line of said Reservoir Drive, thence North 22° 25' 45" East along said center line 101.58 feet, thence South 77° 41' 45" East 415.42 feet, more or less, to intersection with the South line of said Lot 32; thence South 88° 29' 38" West along said South line 418.91 feet to a point; thence North 77° 41' 45" West 6.16 feet, more or less, to the point of Beginning.

And, for the consideration named above, said grantors hereby grant to the grantee herein slope rights over a sufficient area of the land in said Lot 32 owned by said grantor lying northerly from and immediately adjacent to above described parcel of highway right of way to permit excavation slopes at a ratio of one foot horizontal to one foot vertical and embankment slopes at a ratio of one and one-half feet horizontal to one foot vertical for the ultimate highway improvement. Said ultimate excavation and embankment slopes shall start at the official grade to be hereafter established in connection with the proposed improvement at a point not farther from the center line of the highway or road than the northerly line of the above described parcel of highway right of way conveyed by the deed, and,

For the consideration named above, said grantors herein hereby grant to the grantee herein the right to extend drainage structures to the toe of the above embankment slopes where required for the improvement of the public road or highway hereinabove described;

And the grantors herein hereby waive all rights of recourse against the grantee herein, for or on account of the granting of this easement or for or on account of the improvement of the public way or any portion thereof hereinabove described.

Witness my hand and seal this 10th day of November, 1940

Ingolf Hanson [SEAL]
Ingolf Hanson [SEAL]
[SEAL]
[SEAL]

RESOLUTION No. 41161

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

That the deed of Ingolf Hanson, executed in favor of The City of San Diego, bearing date November 18, 1948, conveying to said City an easement and right of way for street purposes through, along and across portions of Lot 32 and of Reservoir Drive, vacated and closed to public use, of La Mesa Colony, according to Map thereof No. 346, filed in the office of the County Recorder of San Diego County, California, March 8, 1887, be, and the same is hereby accepted on the conditions therein expressed; and the land therein conveyed is hereby set aside and dedicated to the public use as and for a public street, and the same is hereby named MONTEZUMA ROAD;

And the City Clerk of said City is hereby authorized and directed to transmit the said deed, together with a certified copy of this resolution, to the City Properties Department for recording when escrow instructions have been complied with.

Passed and adopted by the Council of the City of San Diego, California, this 23rd day of November, 1948, by the following vote, to wit:

YEAS - Councilmen: Crary, Wincoats, Blase, Dorman, Dail, Godfrey.

NAYS - Council men : None

ABSENT - ~~XXXXXXXX~~ : Mayor Knox.

(ATTEST):

HARLEY E. KNOX
Mayor of the City of San Diego, California

FRED W. SICK
City Clerk of The City of San Diego, California

By Helen M. Willig Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

FRED W. SICK
City Clerk of the City of San Diego, California

(SEAL)

By Helen M. Willig Deputy

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO. } SS.

On this 18th day of November A. D. Nineteen Hundred
and Forty-eight before me Howard Ogden

a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Ingolf Hanson

known to me to be the person described in and whose name is subscribed to the
within instrument and acknowledged to me that .. he .. executed the same.

Witness My Hand and Official Seal the day and year in this certificate first above written.

Howard Ogden
Notary Public in and for the County of San Diego, State of California

My Commission Expires

My Commission Expires May 27, 1950

DOCUMENT NO. **395133**

FILED

NOV 20 1948

MAIL TO CITY CLERK

Recd from

Ingolf Hanson

TO

The City of San Diego

Dated

194

DOCUMENT No.

119417

RECORDED AT REQUEST OF
UNION TITLE INSURANCE & TRUST CO.

DEC 3 1948 at 9: A.M.

OFFICIAL RECORDS

County of San Diego, California

Fee \$

Folio 10

By Roger N. Howe County Recorder

By W. C. C. Deputy

My Commission Expires,

Notary Public in and for the County of San Diego, State of California.

STATE OF CALIFORNIA, }
COUNTY OF SAN DIEGO, } SS.

On this _____ day of _____, 19____, before the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, by me being duly sworn, deposed and said that he resides in said County of San Diego, State of California; that he was present and saw

personally known by him to be the same person described in and whose name _____ subscribed to the within instrument as part _____ thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My Commission expires,

Notary Public in and for the County of
San Diego, State of California.

115589

DOCUMENT NO. APR - 3 1950
FILED MAIL TO CITY CLERK
SAN DIEGO, CALIFORNIA

Deed of J. A. Gordon

to

The City of San Diego

Dated *March 23* 19 *50*

40134

DOCUMENT NO.
RECORDED AT REQUEST OF

City of San Diego

APR 11 1950

at *San Diego* minutes past *4*

BOOK 3575 PAGE 210

San Diego, California
County Recorder

COLLEGE LUTHERAN CHURCH OF SAN DIEGO, a California Corporation

For and in consideration of --a valuable consideration--
QUITCLAIMS

Hereby ~~grants~~ to the City of San Diego, a Municipal Corporation, in the County of San Diego, State of California; All that Real Property situate in the City of San Diego, County of San Diego, State of California: An easement for a right of way for the construction, operation and maintenance of a storm drain or drains and appurtenances thereto, through, over, under, along and across:

That portion of Lot 32, La Mesa Colony, according to Map thereof No. 346 filed in the office of the San Diego County Recorder March 8, 1927, also described as that portion of the following described drain easement lying Easterly of the centerline of Reservoir Drive (Closed) according to Map No. 3660 of Catoctin Tract Unit No. 5 filed in the office of the San Diego County Recorder June 7, 1957, said drain easement being more particularly described as a strip of land 15.00 feet wide lying 7.50 feet on each side of the following described centerline:

Commencing at the Southeasterly corner of Lot 82 of said Catoctin Tract Unit No. 5; thence South 89°10'30" West along the Southerly line of said Lot 82 a distance of 6.00 feet to the TRUE POINT OF BEGINNING; thence North 26°12'52" East 68.00 feet to a terminus.

The Westerly and Easterly sidelines of said 15.00 foot easement shall be prolonged or shortened so as to terminate Southwesterly in said Southerly line of Lot 82 and the Southwesterly prolongation of the centerline of Reservoir Drive according to said Map No. 3660.

Dated 2/21/66 19__

Witness to the signature of _____

by _____

STATE OF CALIFORNIA.)
COUNTY OF SAN DIEGO.) SS.

On this _____ day of _____, 19____, before the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared _____

personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, by me being duly sworn, deposed and said that he resides in said County of San Diego, State of California; that he was present and saw _____

personally known by him to be the same person described in and whose name _____ subscribed to the within instrument as party parties thereto sign and execute the same and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

SEAL

Notary Public in and for
the said County and State

COLLEGE LUTHERAN CHURCH OF SAN DIEGO,
a California Corporation

By: Norman L. Lane
PRESIDENT

By: Ronald J. Lusk

This is to certify that the interest in real property conveyed by this deed or grant was accepted pursuant to City Council

Resolution No. 186620 adopted on MAR 15 1966
and the grantee thereby consents to recordation thereof.

Phillip Acker, City Clerk

By: Phillip Acker

AFTER RECORDING, MAIL TO CITY CLERK

45507
FILE/PAGE NO.
RECORDED & INDEXED BY

CITY CLERK

MAR 17 9 02 AM '66

SERIES 7 800K 1966
OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
A. S. GRAY, RECORDER
NO FEE

DOCUMENT NO. 696899

FILED MAR 11 1966
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Quitclaim Deed of College Lutheran
Church to City of San Diego

STAPLE HERE

TO 444 6
(Corporation)

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SS.

On this 11th day of March 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared College Lutheran Church, known to me to be the President, and Worshipful Ward, known to me to be the Secretary of the corporation that executed the within instrument.

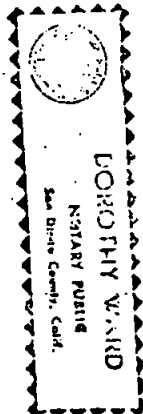
known to me to be the President, and Worshipful Ward, known to me to be the Secretary of the corporation that executed the within instrument, and I acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Lorothy Ward

by Worshipful Ward

Name (Typed or Printed)



(This area for official notarial seal)

RESOLUTION No. 209126Adopted on April 11, 1973

BE IT RESOLVED, by the Council of The City of San Diego as follows:

That the acceptance by the City Manager of that deed of COLLEGE LUTHERAN CHURCH, executed in favor of The City of San Diego, bearing date of April 9, 1973, conveying to said City an easement and right of way for street purposes over, under, upon, along and across a portion of Lot 1 of College Vista, according to Map thereof No. 3226, filed in the office of the County Recorder of said County May 4, 1955, as more particularly described in said deed, be and the same is hereby approved and the land therein conveyed is hereby dedicated as and for a public street and the same is hereby named RESERVOIR DRIVE.

That the City Clerk of said City is hereby authorized and directed to file the foregoing said deed for record in the office of the County Recorder of San Diego County.

APPROVED: JOHN W. WITT, City Attorney

By Harold Valderhaug
Harold Valderhaug, Deputy

nr/8-7-73
Job: 10389-NC
JACOBS

CC-1265-B (REV. 1-7-71)

Thin
LOUISE

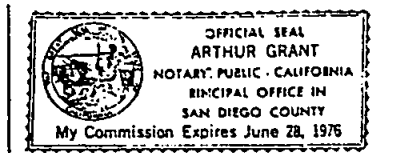
Arthur Grant
ARTHUR GRANT

Notary Public in and for said County and State

1-10/24-2-76

SEAL

the said County and State



74-044552

Passed and adopted by the Council of The City of San Diego
on December 11, 1973, by the following vote:

YEAS: Johnson, Hubbard, Williams, Martinet, Ellis, Bates,
Wilson.

NAYS: None,

ABSENT: O'Connor, Morrow

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By YOLANDA LIMON, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 209426
passed and adopted by the Council of The City of San Diego,
California, on December 11, 1973.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

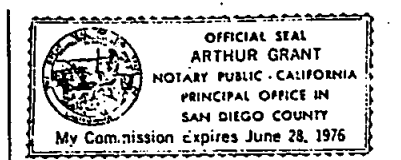
By Yolanda Limon, Deputy.

(Rev. 12/71)
lm

Thru
Louisville

Arthur Grant
ARTHUR GRANT

Notary Public in and for said County and State



SEAL

The said County and State

74-044552

RESOLUTION NO.

218776

R. 77-2075

JUN 29 1977

A RESOLUTION ESTABLISHING AN UNDERGROUND UTILITY DISTRICT TO BE KNOWN AND DENOMINATED AS THE MONTEZUMA ROAD (COLLEGE AVENUE TO EL CAJON BOULEVARD) UNDERGROUND UTILITY DISTRICT.

218400

WHEREAS, by Resolution No. _____, a public hearing was called for on JUN 29 1977 at the hour of 2:00 p.m. in the Council Chambers of the City Administration Building, 202 C Street, San Diego, California, to determine whether the public health, safety or general welfare requires the removal of poles, overhead wires and associated structures and the underground installation of wires and facilities for supplying electric, communication, community antenna television or similar or associated service within that certain area of the City of San Diego more particularly described as follows:

The southerly 50 feet of the 230 westerly feet parallel to Montezuma Road of Partition of Rancho Mission, Map 330, R.O.S. 7776; the northerly 50 feet parallel to Montezuma Road, Lots 207 and 208, Block 8, Collwood Park Unit 2, Map 2495; Lots 4 through 6, 87 and 88 Collwood Manor, Map 2686; Assessor's parcels 14 through 17, Block 467-085, dated December 30, 1974; Lot 12, La Mesa Colony, Map 346; Lots 1 through 3, Cosgrove Mesa, Map 2708; Lots 5 through 9, Montezuma Heights, Map 2837; portions of Lot 27 north and south of Montezuma Road, La Mesa Colony, Map 346; Lots 1, 2, and 18 through 20, Englestad Aztec Manor No. 1, Map 2994; Lot 1, Englestad Aztec Manor No. 2, Map 2995; the westerly 70.27 feet and 127 feet deep on southwesterly lot line of portion of Lot 28 southerly side Montezuma Road, La Mesa Colony, Map 346; the westerly 67.58 feet bounding on the north line of Montezuma Road, 115.23 feet along the westerly property line Assessor's Parcel No. 9, Page 24, Book 467, dated December 30, 1974; portion Lot 28, La Mesa Colony, Map 346; Lot 1 and 2, Quincy Subdivision, Map 4530; 100 feet northerly portion of Lots 1 and 2, parallel to Montezuma Road, Montezuma Garden Subdivision, Map 5050; southerly 100 feet measured from north line of Montezuma Road, Lot 1, College Vista Subdivision, Map 3226; portion Lot 33, north side Montezuma Road; portion Lot 32 and 33 a portion of the street closing measured 40 feet southerly of the south line of Montezuma Road and prolonged through portion Lot C, La Mesa Colony Subdivision, Map 346.

Nº 290768

Said district shall also include the following described public rights-of-way:

LINDO PASEO portion easterly of College Avenue; COLLEGE AVENUE from the north line of Lindo Paseo to south line of Montezuma Road; MONTEZUMA ROAD from the westerly line of College Avenue to the westerly line of El Cajon Boulevard; N-S ALLEY in Block 9, from 50 feet north of Montezuma Road to 50 feet south of Montezuma Road; ALLEY, Block 8, College Park Subdivision, Map 2196; EAST FALLS VIEW DRIVE from the prolongation of the northerly line of Lot 87, Collwood Manor Subdivision, Map 2686, to the north line of Montezuma Road; 63RD STREET from 40 feet south of Montezuma Road to the prolongation of the northeast line of Lot 4, Collwood Manor on the northwest half of 63rd Street and 105.72 feet northeast of the northerly line of 63rd Street on the east half of 63rd Street; ART STREET from 25 feet south of Montezuma Road to Montezuma Road; EWING STREET, 50 feet north of Montezuma Road to Montezuma Road; GARY STREET from 50 feet north of Montezuma Road to 40 feet south of Montezuma Road; LA DORNA DRIVE from 50 feet north of Montezuma Road to Montezuma Road, and CATOCTIN DRIVE from 50 feet north of Montezuma Road to 40 feet south of Montezuma Road. ROCKFORD DRIVE from 50 feet south of Montezuma Road to Montezuma Road.

and all as more particularly shown on Drawing No. 16956-D entitled "MONTEZUMA ROAD (College Avenue to El Cajon Blvd.) UNDERGROUND UTILITY CONVERSION," copies of which are on file in the office of the City Clerk as Document No. 759339 and attached hereto and incorporated herein as Exhibit A; and

WHEREAS, notice of such hearing has been given by the City Clerk to all affected property owners as defined in Chapter VI, Article 1, Division 5 of the San Diego Municipal Code, and the utilities concerned in the manner and for the time required by law; and

WHEREAS, such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard;
NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, as follows:

1. The City Council does hereby find and determine that the public health, safety and general welfare require the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, community antenna television or similar or associated service within the area set forth above and that pursuant to Chapter VI, Article 1, Division 5 of the San Diego Municipal Code, the above-described area is hereby declared to be an underground utility district in the City of San Diego, and the maps and document referred to above are hereby incorporated as a part of this resolution.

2. The City Council shall by subsequent resolution fix the date upon which the property in the district must be ready to receive underground service, and shall by subsequent resolution order the removal of all poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, community antenna television or similar or associated service.

3. The City Clerk be and he is hereby instructed to notify all affected persons as defined in Chapter VI, Article 1, Division 5 of the San Diego Municipal Code, and all affected utility companies of the adoption of this resolution within fifteen (15) days after the date of such adoption. The City Clerk shall further notify said affected persons as defined in Chapter VI, Article 1, Division 5 of the San Diego Municipal Code of the necessity that if they desire to continue to receive electric, communication, community antenna television or similar or associated service, they

NO 290768

WATCH LVL: SEE TOP SUM?

shall provide at their own expense all necessary facility changes on their premises so as to receive underground service from the lines relocated underground of the supplying utility company subject to applicable rules, regulations and tariffs of the respective utility company on file with the Public Utilities Commission of the State of California (as of the date of adoption of this resolution) and subject to all other applicable requirements of State law and City ordinances. The Clerk's notification shall be made in the manner provided in Chapter VI, Article 1, Division 5 of the San Diego Municipal Code.

4. The City Council hereby finds that the underground utility district created herein is required by the public health, safety and general welfare for the following reason:

This street is extensively used by the general public and carries a heavy volume of pedestrian and vehicular traffic.

APPROVED: JOHN W. WITT, City Attorney

By C. M. Fitzpatrick
Senior Chief Deputy

CMF:vl:460

5/3/77

Or. Dept.: Eng. & Dev.

No. 290768

MATCH LINE: SEE TOP P. 276

Passed and adopted by the Council of The City of San Diego
on June 29, 1977, by the following vote:

YEAS: Johnson, O'Connor, Hubbard, Williams, Gade, Strobl,
Haro, Wilson.

NAYS: None.

ABSENT: Morrow.

AUTHENTICATED BY:

PETE WILSON,
Mayor of The City of San Diego, California.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

(SEAL)

By KATHLEEN MARTINEZ, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full,
true and correct copy of RESOLUTION NO. 218776
passed and adopted by the Council of The City of San Diego,
California, on June 29, 1977.

EDWARD NIELSEN,
City Clerk of The City of San Diego, California.

By Kathleen Martinez, Deputy.

(SEAL)

(Rev. 12/71)
lm

No 290768

RECEIVED

JUL 14 1977

DEPARTMENT OF
PARKS & RECREATION

FILE/PAGE NO. 77-290768

RECORDED REQUESTED BY

CITY CLERK

JUL 20 11 10 AM '77

OFFICIAL RECORDS
SAN DIEGO COUNTY, CALIF.
HASTLEY F. 3400M
FECORDER

NO FEE

DOCUMENT NO. 760032

FILED JUL 12 1977

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Certified copy of RESOLUTION NO. 218776

establishing Montezuma Road (College Ave.

to El Cajon Blvd.)

UNDERGROUND UTILITY DISTRICT.

No. 290768

Recording Requested **1812**
SAN DIEGO GAS & ELECTRIC COMPANY
When Recorded

Mail to: SDG&E, P. O. Box 1831
San Diego, CA 92112
ATTN: Office Services, Room 611

82-277806

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.

1982 SEP -8 AM 9:13

VERA L. LYLE
COUNTY RECORDER

RF 5
MG 1

SPACE ABOVE FOR RECORDER'S USE

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

124012
EASEMENT

COLLEGE LUTHERAN CHURCH OF SAN DIEGO

Corporate No. 246503

(Grantor), for valuable consideration, grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain and use facilities consisting of:

1. Poles, wires, cables and appurtenances for the transmission and distribution of electricity.
2. Underground facilities and appurtenances for the transmission and distribution of electricity.
3. Pipelines and appurtenances for any and all purposes.
4. Communication facilities, overhead and/or underground and appurtenances.

The above facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the county of San Diego, State of California, described as follows:

Lot 1 of College Vista, according to Map thereof
No. 3226, filed in the office of the County Recorder of said
County of San Diego.

-1-

82-277806

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1813

The easement in the aforesaid property shall be a strip of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of each and every facility installed within said property on or before September 1, 1983.

Grantor grants to Grantee the right to erect and maintain on Grantor's property adjacent to this easement such anchorage as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig any well, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's facilities, without prior written consent of Grantee, which consent shall not unreasonably be withheld.

Grantor further grants to Grantee the right to assign any or all of the rights granted in this easement in whole or in part to The Pacific Telephone and Telegraph Company and/or to other companies providing utility or communication facilities.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, AND PIPELINES MAY CARRY VOLATILE MATERIALS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY AND OBTAINING PERMISSION.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

IN WITNESS WHEREOF, Grantor executed this instrument this 17TH day of AUGUST, 1982.

Executed in the Presence of:

College Lutheran Church of San Diego
Corporate No. 246503

DO NOT USE
Witness

David L. Miller, President
Orlie G. Baird, Treasurer

Drawn Riggs
Checked 2/83
Sketch
Date. 8-10-82
MOPAC 46421-01
Const. No. 5833040
A.P. No. 468-120-05
CHECKED BY 2/83

SIGNATURES MUST BE NOTARIZED
NOTARIES - USE PROPER FORM

-2-

81-0229-5

NO 277806

82-

1814

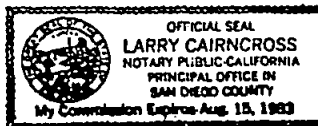
CORPORATION FORM

STATE OF California)
COUNTY OF San Diego) ss.

ON THIS 17th day of August, 1982, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared David L. Millea, known to me to be the President and Olivia E. Bajad, known to me to be the Treasurer of College Lutheran Church, the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within Instrument pursuant to its By-Laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal.

Larry Cairncross
Notary Public in and for said County and State



No. 277806

82-

14

Recording Requested by: City Clerk
RECORDING REQUESTED BY
STEWART TITLE CO.
After recording mail to:

915

DOC # 1998-0493265

AUG 06, 1998 8:00 AM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 0.00
DC: NA



City Clerk
City of San Diego
Mail Station 2A

468	120	05	ALL
			XPTN

FG
48
NF
OCNA
100N

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO, a corporation,

HEREBY GRANT(S) to the City of San Diego, a municipal corporation, in the County of San Diego, State of California, all that real property situated in the City of San Diego, County of San Diego, State of California, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

This is to certify that the interest in real property conveyed by this Instrument to the City of San Diego, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of San Diego pursuant to authority conferred by Resolution No. 250320, adopted by the Council of the City of San Diego on October 1, 1979, and the grantee consents to recordation thereof by its duly authorized officer.

THE COLLEGE LUTHERAN CHURCH OF SAN DIEGO

BY Joyce L. Butler
BY Norma A. Smith

Dated 7-28-98 By Michael C. Haff

Job:522340/College Rolando Library/W.O.350710/RAG/06/10/98-csn

EXHIBIT "A"

Page 1 of 2

PORTION APN 468-120-05

That portion of Lot 1, of College Vista, in the City of San Diego, County of San Diego, State of California, according to Map Number 3226 filed in the office of the County Recorder of San Diego County on May 4, 1955 as File Number 58676 of Official Records, also being that portion of Mohawk Street as dedicated per said Map No. 3226, closed and vacated to public use as shown on City of San Diego Drawing Number 13199-B, according to Resolution Number 209422, recorded in the Office of the County Recorder of said County on December 26, 1973 as File/Page Number 73-354560 of Official Records, more particularly described as follows:

Commencing at a point on the East line of said Lot 1, lying distant thereon, South $0^{\circ}43'06''$ East (South $1^{\circ}10'45''$ East per Map 3226) 57.00 feet from the Northeast corner of said Lot; Thence along the South line of Mohawk Street, North $89^{\circ}57'08''$ West 33.38 feet to the beginning of a curve, being the Southerly curve of Mohawk Street as dedicated for public street purposes, as shown on City of San Diego Drawing Number 13160-B, according to Resolution 209429, recorded in the Office of the County Recorder of said County on December 28, 1973 as File/Page 73-357760 of Official Records, said curve being, concave Southerly, having a radius of 20.00 feet; Thence Westerly along the arc of said curve 9.76 feet through a central angle of $27^{\circ}47'45''$ to the beginning of a reverse curve, concave Northerly, having a radius of 45.00 feet, a radial line bears South $27^{\circ}55'01''$ East; Thence Westerly along the arc of said curve 28.80 feet through a central angle of $36^{\circ}39'56''$ to the **POINT OF BEGINNING**, a radial line bears South $8^{\circ}44'55''$ West; Thence leaving said Southerly curve, South $8^{\circ}39'12''$ West 9.06 feet; Thence North $86^{\circ}46'22''$ West 158.11 feet; Thence South $12^{\circ}43'51''$ West 281.56 feet to the Southerly line of said Lot 1; Thence along said Southerly line North $77^{\circ}16'02''$ West 215.82 feet to the Southwest corner of said Lot 1; Thence along the Westerly line of said Lot 1, North $19^{\circ}57'02''$ East 308.76 feet to the Northwest corner of said Lot 1; Thence along the Northerly line of said Lot 1, North $89^{\circ}43'29''$ East 187.42 feet; Thence continuing North $89^{\circ}58'15''$ East 105.34 feet to an intersection with a curve, said curve being that portion of Mohawk Street vacated as shown on City of San Diego Drawing Number 13199-B, according to Resolution 209422, recorded in the Office of the County Recorder of said County on December 26, 1973 as File/Page 73-354560 of Official Records, said curve being concave Easterly, having a radius of 45.00 feet, a radial line bears North $64^{\circ}12'06''$ West; Thence Southerly, Southeasterly and Easterly along the curve 84.08 feet through an angle of $107^{\circ}02'59''$ to the **POINT OF BEGINNING**.

EXCEPTING AND RESERVING to the Grantor herein a 10.00 foot private easement for sewer and drainage purposes only, over, under and across the property described herein.

See plat by Raymond F. Hall, R.C.E. 8629, prepared exclusively for College Lutheran Church at the request of Brent R. Heramb, April 11, 1979. A copy of said plat is on file in the Engineering and Capital Projects Survey Section office.



Mikeal Obst JUNE 9, 1998
Mikeal Obst, PLS 6194 Date
Assoc. Land Surveyor, City of San Diego, Eng. & Cap. Proj., Field Div.
My registration expires 3/31/02

File: L1M3226.wpd (4/11/1998-frl)
W.O. 350710

ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OFSan Diego

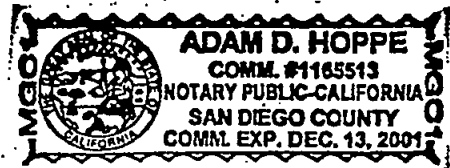
} SS.

On 6/27/1998 before me, Adam D. Hoppe
personally appeared Joyce L. Butler and Norma A. Smith

personally known to me (or proved

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

WITNESS my hand and official seal.



(This area for official notarial seal)

Signature

Adam D. Hoppe

DOCUMENT NO. F-7294

FILED JUL 29 1998
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Grant Deed from The College
Lutheran Church of San Diego,
a Corporation to the City of
San Diego.

