

Recording requested by:
The City of San Diego

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

THE ORIGINAL OF THIS DOCUMENT
WAS RECORDED ON OCT 25, 2012
DOCUMENT NUMBER 2012-0658045
Ernest J. Dronenburg, Jr., COUNTY RECORDER
SAN DIEGO COUNTY RECORDER'S OFFICE
TIME: 4:02 PM

APN 383-080-03, 383-080-04, 383-071-06-00 &
383-071-07-00

Space above for Recorder's use
No Recording Fee Due: Calif. Gov. Code §6103

GRANT OF ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged,

TY INVESTMENT, INC.,
a California corporation ("GRANTOR"),

HEREBY GRANTS TO

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

A NON-EXCLUSIVE, PERMANENT ACCESS EASEMENT (the "Access Easement") for pedestrian and motorized-vehicle access, fifteen feet (15') in width, on, over, across and through that certain real property owned by GRANTOR ("GRANTOR's Property," Assessor's Parcel Numbers 383-071-06-00 and 383-071-07-00, as more particularly described in **Exhibit A: Grantor's Property**, attached hereto) for GRANTEE's employees', agents' and contractors' access to both (i) the real property owned by GRANTEE ("GRANTEE's Property," Assessor's Parcel Numbers 383-080-03 and 383-080-04, and as more particularly described in **Exhibit B1: GRANTEE's Property**, and that certain real property comprised of approximately 2.6 acres lying westerly of GRANTOR's Property and more particularly described in **Exhibit B2: GRANTEE's Property**, attached hereto); and (ii) such areas within GRANTOR's Property that GRANTEE may at any time and from time to time have rights to use, and solely for the purpose of GRANTEE's ingress and egress to and from Inwood Drive by the most practicable route available at the time and from time to time. If Inwood Drive is not then available, GRANTEE's access shall be to and from the closest public street adjoining GRANTOR's Property. GRANTEE shall notify GRANTOR at least twenty-four (24) hours in advance of its need to use the Access Easement. Notwithstanding the foregoing, in case of emergency, GRANTEE shall provide only as much notice as is reasonably practicable. GRANTOR shall not unreasonably delay or interfere with GRANTEE's use of the Access Easement in any case. This Access Easement shall not be used by the public or any other unspecified parties.

GRANTOR and GRANTEE further agree as follows:

1. Grant. GRANTOR expressly reserves for itself, its successors and its assigns the right to use GRANTOR's Property and to grant licenses and other easements on, over, under, across, through and above GRANTOR's Property, provided such uses do not interfere with the rights granted to GRANTEE herein. The use of the word "grant" shall not imply any warranty on the part of GRANTOR with respect to the rights granted to GRANTEE herein or GRANTOR's Property.
2. Conflicting Repairs; Notice. Except in the case of an emergency, if any facilities on, in or under GRANTOR's Property are to be repaired, replaced or relocated, and such work may adversely affect the rights granted to GRANTEE herein, GRANTOR shall notify GRANTEE in writing at least ten (10) days prior to commencement of the work. Such notice shall state the scope and expected duration of such work.
3. Property Damage. Notwithstanding anything to the contrary herein, GRANTEE shall pay for all damage to GRANTOR's Property and/or GRANTOR's personal property thereon resulting from GRANTEE's exercising of the rights granted to GRANTEE by this Access Easement. GRANTEE shall, at its sole cost and expense, promptly repair and restore all such property to its condition immediately prior to being damaged.
4. Indemnification and Hold Harmless. GRANTEE shall protect, defend, indemnify and hold GRANTOR and its officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to GRANTEE's elected officials, officers, employees, invitees, guests, agents or contractors, which arise out of or are in any manner directly or indirectly connected with GRANTEE's exercising of the rights granted to GRANTEE herein, and all reasonable expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that GRANTEE's duty to indemnify and hold harmless shall not include any claims or liability to the extent arising from the acts or omissions of GRANTOR or its officers, employees, representatives or agents.
5. Successors and Assigns. All rights and obligations specified in this Access Easement shall run with the land and this Access Easement shall bind and inure to the benefit of GRANTOR's and GRANTEE's respective successors and assigns.

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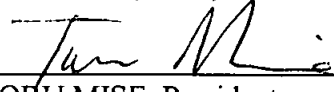
6. Partial Invalidity. If any term, covenant, condition, or provision of this Access Easement is found invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, this Access Easement is executed to be effective as of the date of its recordation in the Office of the San Diego County Recorder.

GRANTOR:

TY INVESTMENT, INC., a California corporation

BY:


TORU MIZE, President

San Diego City Council Authorizing Resolution No. R-307498

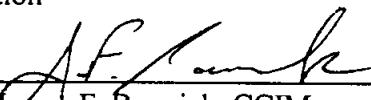
Date of Final Passage: June 26, 2012

This is to certify that the interest in real property conveyed by this instrument to the City of San Diego, a California 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.

GRANTEE:

THE CITY OF SAN DIEGO, a California municipal corporation

BY:


James F. Barwick, CCIM
Director, Real Estate Assets

Approved as to form and legality:

JAN L GOLDSMITH, City Attorney

BY:

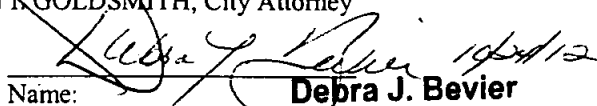

Name: **Debra J. Bevier**
Title: **Deputy City Attorney**

Exhibit A: GRANTOR's Property
Exhibit B1: GRANTEE's Property
Exhibit B2: GRANTEE's Property

Exhibit A: GRANTOR's Property

Legal Description

PARCEL A: (383-071-06)

PARCEL 1 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS.

PARCEL B: (383-071-07)

PARCEL 2 OF PARCEL MAP NO. 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS.

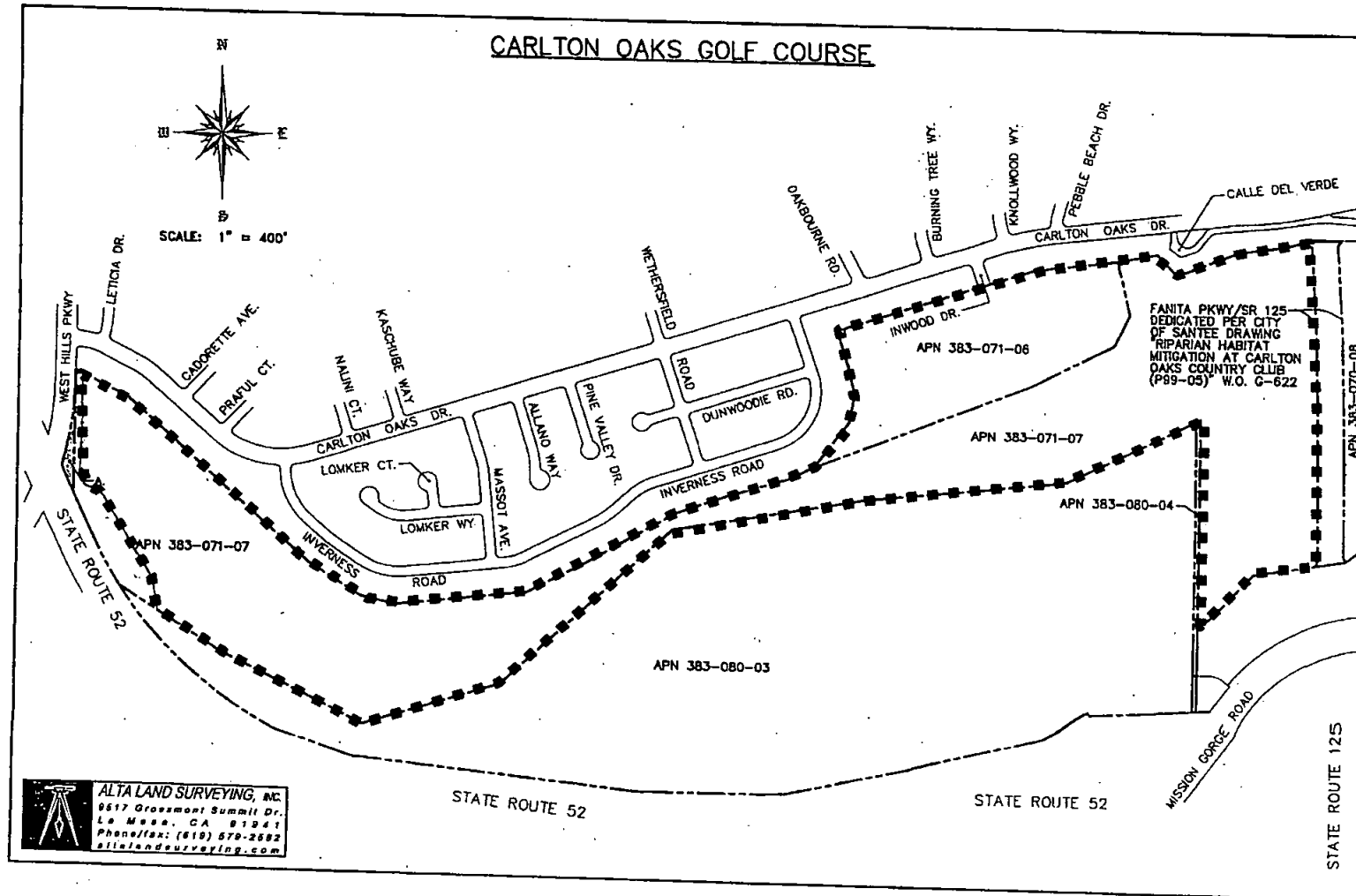


Exhibit A: GRANTOR'S PROPERTY
APN's 383-071-06 and 07

Exhibit B1: GRANTEE's Property

Legal Description

PARCEL 1: (383-080-03 PORTION)

THAT PORTION OF LOT 7 "T" TRACT OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF SAN DIEGO COUNTY RECORDER ON DECEMBER 21, 1894, CONVEYED TO THE CITY OF SAN DIEGO BY DEED RECORDED ON FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER, DESCRIBED AS FOLLOWS:

LYING SOUTHERLY OF THE SOUTH LINE PARCEL MAP NO. 1 6978, FILED OCTOBER 19, 1992;

AND

LYING WEST OF THE WEST LINE OF LAND.

CONVEYED BY FANNIE MCKOON, ET AL TO NACKIE H. SCRIPPS, JANUARY 25, 1913 BY DEED RECORDED IN BOOK 597, PAGE 93 OF DEEDS;

AND

LYING NORTHERLY OF THE NORTH LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 3, 1994 AS INSTRUMENT NO. 1994-78103 OF OFFICIAL RECORDS (R/W 25666)

AND

LYING NORTHERLY, NORTHEASTERLY AND EASTERLY OF THE NORTHERLY, NORTHEASTERLY AND EASTERLY LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 16, 1995 AS INSTRUMENT NO. 1995-0250628 OF OFFICIAL RECORDS (R/W 26213)

NOTE: COMMONLY KNOWN AS THAT PORTION OF SAN DIEGO COUNTY TAX ASSESSOR'S PARCEL 383-080-03 LYING NORTHERLY OF HWY 52

PARCEL 2: (383-080-04)

THAT PORTION OF LOT 7 OF FANITA RANCHO, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 790, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, DECEMBER 21, 1894, AS CONVEYED BY FANNIE MCKOON, ET AL TO

NACKIE H. SCRIPPS, JANUARY 25, 1913 BY DEED RECORDED IN BOOK 597, PAGE 93 OF DEEDS, AND BEING DESCRIBED IN SAID DEED AS FOLLOWS:

THAT CERTAIN LOT, TRACT OR PARCEL OF LAND WHICH IS BOUNDED BY A LINE COMMANDING IN THE SOUTHWEST QUARTER SECTION OF 29, IN TOWNSHIP 15 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, AT THE POINT WHERE THE CENTER MERIDIAN LINE OF SECTION 29 IN TOWNSHIP 15 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, INTERSECTS THE CENTER LINE OF THE COUNTY ROAD ALSO KNOWN AS AND CALLED WOODSIDE AVENUE; THENCE WESTERLY AND ALONG THE CENTER OF SAID COUNTY ROAD, OR WOODSIDE AVENUE, FOR A DISTANCE OF 20.00 FEET OR MORE TO A POINT; THENCE NORTHERLY PARALLEL TO AND 20.00 FEET DISTANT FROM SAID CENTER MERIDIAN LINE OF SECTION 29 FOR A DISTANCE OF 1485.00 FEET MORE OR LESS TO THE CENTERLINE OF SAN DIEGO RIVER; THENCE EASTERLY AND ALONG SAID CENTER LINE OF SAID SAN DIEGO RIVER AND FOLLOWING THE MEANDERING THEREOF TO ITS INTERSECTION WITH THE SAID CENTER MERIDIAN LINE OF SECTION 29, TOWNSHIP 15 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN; THENCE SOUTHERLY ALONG SAID CENTER MERIDIAN LINE OF SECTION 29 TO THE POINT OF COMMENCEMENT.

EXCEPTING THAT PORTION LYING SOUTHERLY OF COURSE (6) OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE CENTER LINE OF MISSION GORGE ROAD WHICH BEARS SOUTH 70°10'45" WEST 1419.21 FEET FROM A WELL MONUMENT WITH A 2-INCH BRASS CAP SET AT ENGINEER'S STATION 482+12.65 P.I. AS SHOWN ON COUNTY OF SAN DIEGO ROAD SURVEY NO. 627-5; THENCE (1) LEAVING SAID CENTER LINE NORTH 19°49'15" WEST, 99.94 FEET; THENCE (2) NORTH 37°45'10" EAST, 138.19 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 930.00 FEET; THENCE (3) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°13'14", AN ARC DISTANCE OF 19.81 FEET; THENCE (4) NORTH 52°14'50" WEST, 51.18 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 88.00 FEET; THENCE (5) NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°38'10", AN ARC DISTANCE OF 57.80 FEET; THENCE (6) NORTH 89°53'00" WEST, 88.02 FEET TO THE EASTERLY LINE OF CITY OF SAN DIEGO PROPERTY AS RECORDED FEBRUARY 16, 1933 IN BOOK 191, PAGE 287 OF OFFICIAL RECORDS OF SAID COUNTY RECORDER OF THE COUNTY OF SAN DIEGO.

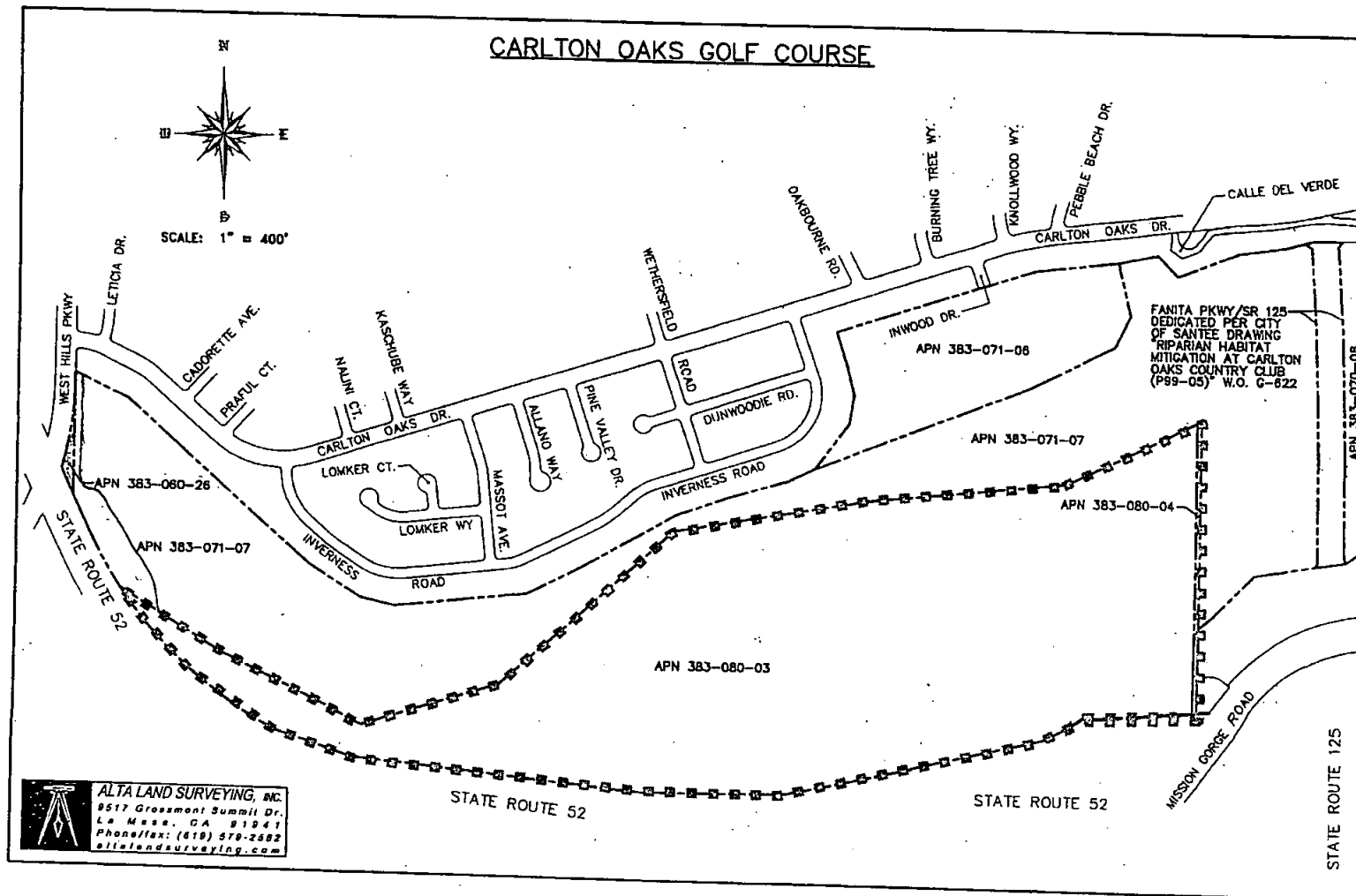


Exhibit B1: GRANTEE'S PROPERTY
APN's 383-080-03 and 04

Exhibit B2: GRANTEE's Property

Legal Description

PARCEL 1

THOSE PORTIONS OF PARCEL 2 OF PARCEL MAP NO. 16978 IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, OCTOBER 19, 1992 AS INSTRUMENT NO. 1992-0665040 OF OFFICIAL RECORDS, AND TRACT "O" AND "T" OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO PARTITION MAP THEREOF FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, CONVEYED IN PARCEL 3 OF A DEED IN MIDWEST TELEVISION, INC., AS CONVEYED TO THE STATE OF CALIFORNIA, IN FINAL ORDER OF CONDEMNATION RECORDED APRIL 13, 1992 AS INSTRUMENT NO. 1992-0211997, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE ALONG THE NORTHERLY LINE THEREOF,

1. SOUTH 64°26'42" EAST 25.56 FEET ; THENCE LEAVING SAID NORTHERLY LINE
(SOUTH 64°26'24" EAST
PER PM 16978)
2. SOUTH 00°19'52" WEST 48.03 FEET ; THENCE
3. SOUTH 12°45'51" EAST 94.92 FEET ; THENCE
4. SOUTH 00°39'05" WEST 104.80 FEET ; THENCE
5. SOUTH 02°56'24" WEST 134.58 FEET ; THENCE
6. SOUTH 11°30'40" WEST 79.42 FEET ; THENCE
7. SOUTH 17°31'15" EAST 98.82 FEET ; THENCE
8. SOUTH 78°13'39" EAST 50.69 FEET ; THENCE
9. SOUTH 58°35'37" EAST 14.26 FEET ; THENCE
10. SOUTH 42°43'44" EAST 58.10 FEET ; THENCE
11. SOUTH 26°02'46" EAST 93.28 FEET ; THENCE
12. SOUTH 20°18'21" EAST 50.78 FEET ; THENCE

13. SOUTH 32°29'18" EAST 173.31 FEET ; THENCE
14. SOUTH 28°00'27" EAST 45.31 FEET ; THENCE
15. SOUTH 25°42'01" EAST 69.30 FEET ; THENCE
16. SOUTH 19°41'12" EAST 172.77 FEET TO THE SOUTHERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978; THENCE ALONG SAID SOUTHERLY LINE
17. NORTH 57°49'21" WEST 214.36 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE, BEING THE BEGINNING OF A NON-TANGENT 2,012.00-FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 56°38'45" WEST; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL 2 AND ARC OF SAID CURVE,
18. NORTHWESTERLY 287.66 FEET THROUGH A CENTRAL ANGLE OF 08°11'30"; THENCE TANGENT TO SAID CURVE
19. NORTH 25°09'45" WEST 364.63 FEET ALONG SAID SOUTHWESTERLY LINE OF PARCEL 2 AND ITS NORTHWESTERLY PROLONGATION TO A POINT ON A 1,551.00-FOOT RADIUS CURVE CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS SOUTH 73°23'11" EAST, BEING ALSO THE WESTERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED IN THE FINAL ORDER OF CONDEMNATION FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY APRIL 13, 1992 AS DOCUMENT NO 1992-0211197 OF O.R.; THENCE ALONG SAID WESTERLY LINE AND ARC OF SAID CURVE
20. NORTHERLY 443.13 FEET THROUGH A CENTRAL ANGLE OF 16°22'11" TO A POINT ON THE WESTERLY LINE OF PARCEL 2 OF SAID PARCEL MAP 16978

;THENCE NON-TANGENT ALONG SAID
WESTERLY LINE

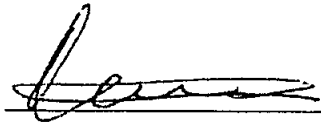
21. NORTH 00°23'48" WEST 34.28 FEET TO THE POINT OF BEGINNING.

CONTAINS 113,495 SQUARE FEET (2.61 ACRES), MORE OR LESS.

ATTACHED HERETO IS DRAWING NO. 36564-B LABELED AS EXHIBIT "B" AND BY THIS
REFERENCE MADE A PART HEREOF.

PREPARED BY:

ALTA LAND SURVEYING, INC.

 7/18/11

MIGUEL A. MARTINEZ

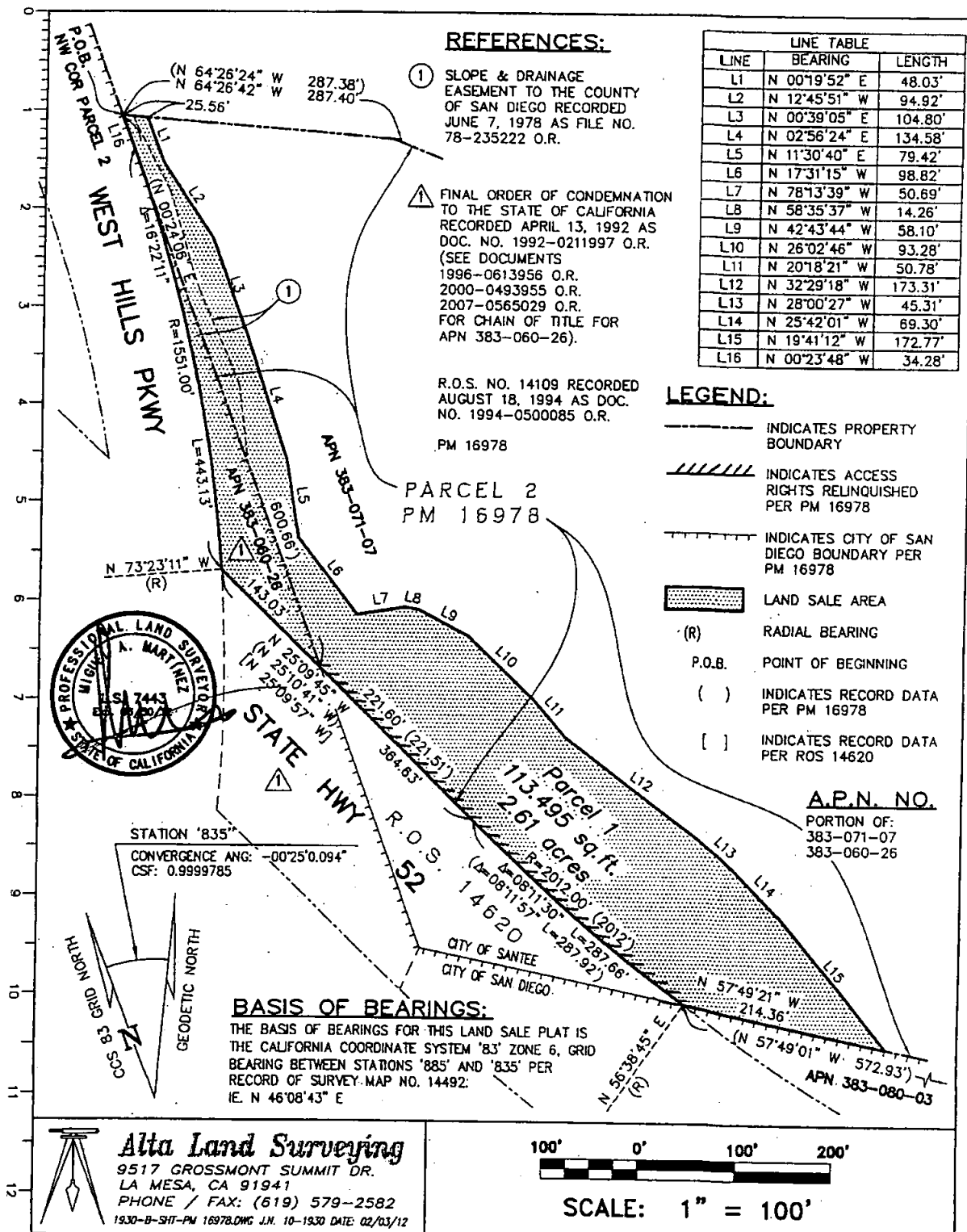
DATE

L.S. 7443

LIC. EXP. 06/30/12



Exhibit B



LAND SALE PLAT

PORTIONS OF PARCEL 2, PM 16978, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, AND OF TRACT 'O' & 'T' OF RANCHO EL CAJON, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA.

DESCRIPTION	BY	APPROVED	DATE	FILMED	CITY OF SAN DIEGO, CALIFORNIA	
ORIGINAL					SHEET 1 OF 1 SHEET	
					Gregory P. Haslam 3-29-2012	
					FOR CITY ENGINEER DATE	
					1886-6323	
					CCS 83 COORDINATES	
					244-1763	
					LAMBERT COORDINATES	
					36564-B	

NOTARY ACKNOWLEDGMENT

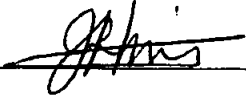
STATE OF CALIFORNIA)
COUNTY OF San Diego)

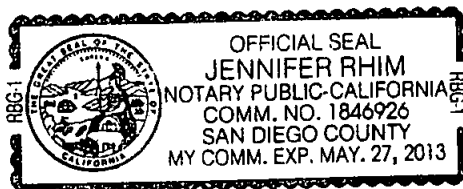
On OCT. 16th. 2012 (date) before me, Jennifer Rhim, Notary public
(name and title of the officer) personally appeared TORU MISE

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

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

WITNESS my hand and official seal.

Signature  (Seal)



STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

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

WITNESS my hand and official seal.

 **DAVID C. MARTENS**
Commission # 1823504
Notary Public - California
San Diego County
My Comm. Expires Nov 22, 2012