



Recording requested by:
City Clerk
The City of San Diego

SEP 17, 2004 1:31 PM

WHEN RECORDED MAIL TO:

City Clerk
The City of San Diego
Mail Station 2A

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 265.00
PAGES: 17



APN 427-060-23-02 THRU 04 & 427-060-22-00

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

Reciprocal Access Agreement

Pacific Bell Telephone Company, a California Corporation doing business as SBC (Pacific), the City of San Diego, a municipal corporation (the City) and the Vietnamese Federation of San Diego, a California Corporation (the VF), hereinafter collectively referred to as the "Parties", hereby enter into this reciprocal ingress and egress agreement, for the purpose of access only, to be known as a reciprocal access agreement (the Agreement) on this 16th day of Sept, 2004 (the Effective Date).

- A. Pacific is the owner of APN: 427-060-22-00, commonly known as 7847 Linda Vista Rd., San Diego, Ca., and more fully described in Exhibit A attached hereto and made a part hereof (the Pacific Parcel).
- B. The City and the VF are joint owners of APNs: 427-060-23-02, 03, and 04, commonly known as 7833 Linda Vista Rd., San Diego, Ca., and more fully described in Exhibit B, attached hereto and made a part hereof (the City/VF Parcel).
- C. The City and the VF executed a Property Use Agreement (the "Use Agreement" or "Lease"), with an effective date of February 12, 1997, and a term of Fifty (50) years, by which the VF was granted use of the City/VF Parcel solely and exclusively for the purposes of providing community services, as described in Exhibit "B" to the Use Agreement, and for other incidental purposes as may first be approved in writing by the City's City Manager, and for no other purpose whatsoever.
- D. Pacific operates a telecommunication switching facility upon that certain property described in Exhibit A, and the VF operates a community and assimilation center upon that property described in Exhibit B.
- E. The parties access their respective properties by way of that certain driveway in Exhibit C (the Access Drive). The Access Drive is situated upon a portion of the fee simple estate owned by Pacific and a portion of the fee simple estate owned by the City/VF.
- F. Pacific is applying for and seeking approval of a Conditional Use Permit (CUP), in order to expand its switching facility. As a condition of said CUP, the City's Development Services Department (DSD) is requiring this reciprocal access agreement, as delineated in Exhibit C, inclusive of parking as shown, and a designated access and turn-around area for use by the San Diego Fire Department.

DOCUMENT NO.	284329
FILED	DEC 09 2004
OFFICE OF THE CITY CLERK SAN DIEGO, CALIFORNIA	

- G. Each Party to this Agreement shall be a grantor as to rights related to use of the portion of the access drive it owns and a grantee as to rights related to use of the portion of the access drive it does not own.

NOW THEREFORE, based on the foregoing recitals, and for good and valuable consideration acknowledged hereby, the Parties hereto agree as follows:

1. Grant of Access Rights:

Pursuant and subject to General Order 69-C promulgated by the California Public Utilities Commission, the owner of the Pacific Parcel hereby grants to the owners of the City/VF Parcel, access rights for vehicle circulation upon that portion of the Property described in Exhibit A, and as more specifically shown in Exhibit C. Pursuant to any and all governmental requirements, approvals and legalities, the owners of the City/VF Parcel hereby grant to the owner of the Pacific Parcel, access rights for vehicle circulation upon that portion of the Property described in Exhibit B, and as more specifically shown in Exhibit C.

2. Restriction on Use:

The use of the Access Drive pursuant to the foregoing access rights shall be restricted in accordance with the terms set forth in this Agreement.

3. Public Utility Commission and Government Agency:

The foregoing grants of access rights are made subject to the terms and conditions of Section 851 of the California Public Utilities Code and General Order 69-C, as amended from time to time, the terms and conditions of the City of San Diego Municipal Code and any other pertinent ordinances or codes. Each Party acknowledges, based on its current knowledge, that the access rights granted herein are in accord with the foregoing codes, ordinances and regulations. Pacific further acknowledges, based upon its current knowledge, the access rights granted herein will not interfere with its operations, practices or services to its customers.

4. Termination:

Each Grantor acknowledges that the foregoing grants are made conditional upon the right of either Grantor, either upon order of the California Public Utilities Commission or in its own discretion, to commence or resume the use of the property in question whenever, in the interest of its service to its patrons or consumers, it shall appear necessary or desirable to do so.

5. As-Is Condition:

Except as expressly set forth herein, the Parties accept the Access Drive in its "AS-IS" condition without benefit of any representation or warranties of any kind whatsoever including without limitation, express or implied warranties as to the fitness or specific purpose. The City and the VF warrant to Pacific, and Pacific warrants to the City and the VF, that they have inspected and accepted the Access Drive, in accordance with the conditions of this paragraph. The only modifications that will be made to the Access Drive, which shall be done at the sole cost and expense of Pacific, in accordance with the conditions of approval related to the aforementioned CUP, are as follows:

- a. regrade and repave the access driveway, as shown on the CUP Grading Plan, to provide

- ADA accessible parking for the telecommunication switching facility;
- b. replace existing security gate with a new sliding security gate, as shown on the CUP Site Plan; and
 - c. restripe and relocate five (5) existing parking spaces so as to provide the fire truck access required by the City of San Diego Fire Department, as shown on the CUP Site Plan.

6. Employees, Agents, Guests, etc.

Each Party agrees, understands and acknowledges that it shall exclusively retain respective responsibility for all of its employees, users, agents, contractors, guests and invitees, as may be related to use of the Access Drive, under the terms of this Agreement.

7. Operations and Compliance with Law:

Each Party acknowledges, concurs and understands that each Party has specific uses for its respective property, which is accessed by way of the Access Drive.

Pacific operates a 24-hour, 365 day per year telecommunication switching facility, known as a Central Office or C.O. The C.O. routes and handles telecommunication traffic for a significant portion of San Diego. Pacific must have free and unencumbered access, by way of the Access Drive, to the C.O. at all times. Access is required for employees, contractors, and other invitees, inclusive of trucks, cranes and other heavy equipment for the delivery, installation, maintenance and repair of equipment, cables, lines, conduit and other systems associated with the C.O. Inability to access the C.O., especially during emergencies, caused by power outages, natural disasters or other service sensitive periods of time, will be extremely detrimental to Pacific and Pacific's customers.

The VF operates a community and assimilation center for the San Diego Vietnamese Community. The VF holds events and meetings at the center, typically in the evenings and on weekends, and the ability to access the center is important for the success of said events.

Pursuant to the foregoing, the owner of the Pacific Parcel, as grantee, agrees to take all reasonable efforts to maintain and preserve access for the owners of the City/VF Parcel, as grantors, and reciprocally, the owners of the City/VF Parcel, as grantees, agree to take all reasonable efforts to maintain and preserve access for the owner of the Pacific Parcel, as grantor. Each of the parties, as grantee, shall not cause, maintain or permit any nuisance in, on or about the Access Drive, nor shall it commit or suffer to be committed any waste upon or in the Access Drive, that would encumber or obscure the access rights provided to the other party(ies), as grantor(s). In addition, each of the parties, as grantee, shall not cause, or permit any lien including mechanic's lines to be filed against the portion of the Access Drive attributable to the other party(ies), as grantor(s).

The Parties, as grantees, shall comply with all applicable federal, state and local laws, regulations, rules, orders and requirements of any governmental authority relating to or affecting the condition, use or occupancy of the Access Drive, currently existing and those enacted hereafter, including without limitation, Environmental Laws.

8. Liability for Damages and Insurance:

Each of the Parties acknowledge that, under the aforementioned Use Agreement, the VF is required to indemnify the City against any and all claims and therefore, each of Pacific and the VF, shall indemnify and hold the City and each other harmless for and from any and all loss, cost, liability, damage, injury or expense, including reasonable attorneys' fees, which may arise by reason of any violation of law, ordinance or regulation or by reason of injury to or death of a person(s), damage to property, or claims of lien for work performed and/or materials or supplies furnished, or arising out of or in connection with the use of the portion of the Access Drive situated on the Pacific parcel and the City/VF parcel, respectively, or arising from or in connection with the willful or negligent acts or omissions of each other and the City or each other's and the City's agents, servants, contractors, employees, or successors in interest.

Without limiting in any way its indemnification obligations hereunder, each of Pacific and the VF, with respect to the City and each other, shall also, at its sole cost and expense, maintain public liability and property damage insurance and commercial general liability insurance with an insurance carrier satisfactory to each other and the City, and each other and the City shall be named as additional insureds on such policy with liability limits of not less than \$2 million combined single limit per occurrence, or \$2 million for bodily injury or death per occurrence and \$2 million for property damage per occurrence, against all liability of any agent, employee, invitee, licensee or contractor of the Party(ies) arising out of and in connection with the use of the Access Drive by the Party(ies). Evidence of such insurance shall be presented to each other and the City, by Pacific and the VF, within 60 days after the execution of this document. So long as Pacific remains a public utility, it shall have the right to self-insure with respect to the foregoing insurance requirements.

9. Maintenance:

Pacific shall be responsible for any costs of maintenance, repair, replacement or improvements to the portion of the Access Drive that it owns and the VF shall be responsible for any costs of maintenance, repair, replacement or improvements to the portion of the Access Drive that it jointly owns with the City and uses under the terms of the aforementioned Use Agreement. Upon conducting maintenance, making repairs, replacing or improving the Access Drive, Pacific and/or the VF may, at its discretion, and at its sole and exclusive cost, conduct maintenance, repairs, replacements or improvements, to the entire Access Drive, so long as said work maintains and provides a consistent surface of high quality and standard.

10. Taxes and Assessments:

All taxes and assessments levied during the term hereof against real property interests, personal property, trade fixtures and real property improvements owned solely by Pacific, and jointly by the City and the VF, shall be paid, respectively, by Pacific, and the VF pursuant to the aforementioned Use Agreement, prior to the applicable delinquency date.

11. Limitation of Liability:

The City and the VF, as grantors, together and severally shall not be liable to Pacific, as a grantee, or any other person, and Pacific, as a grantor, shall not be liable to the City and/or the VF, as grantees, or any other person, in the event of a casualty, earthquake, flood, strike, lockout, civil unrest, war, acts of God, or any other cause beyond the reasonable control of the respective grantors, which impedes, restricts or prevents full use and enjoyment of the Access Drive by the respective grantees.

12. Notices or Demands:

Any notice or other communication required or permitted to be given hereunder shall be in writing (unless stated otherwise) and may be served personally, or by United States registered or certified mail, postage prepaid, return receipt requested, or by a generally recognized overnight courier or delivery service which provides proof of delivery, addressed to each of the Parties as follows:

Pacific Bell

Corporate Real Estate
Attn: Mike Johsz
16755 Von Karman Ave.
Ste. 130
Irvine, CA. 92606

The City of San Diego

City Manager
Attn: Real Estate Assets Director
City Administration Building
202 C Street, M.S. 9B
San Diego, CA 92101

Vietnamese Federation

President
Vietnamese Federation of
San Diego
7833 Linda Vista Road
San Diego, CA 92111

The address to which notices or demands may be given or made by any of the Parties may be changed by written notice given by such Party to the other Parties pursuant to this paragraph.

13. Assignment and Subletting:

No Party, as a grantee, shall assign, mortgage, hypothecate or encumber this Agreement, nor sublease any parking areas that are accessed by the Access Drive, or permit the Access Drive to be used or occupied by another, except in accordance with this Agreement, and only if such assignment or sublet is agreed to in writing by the Parties.

14. No Waiver:

No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed. Acceptance by a Party(ies), as a grantor(s), of any performance by the other Party(ies), as a grantee(s), after the time the same shall have become due, shall not constitute a waiver by the grantor(s) of the breach or default of any covenant, term or condition, as evidenced by the late performance by the grantee(s), unless otherwise expressly agreed to by the grantor(s) in writing.

15. Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties relative to the Access Drive and this Agreement supersedes any prior or contemporaneous representations, warranties, agreements or promises. This instrument may only be amended, modified or supplemented in a writing signed by all the Parties.

16. Severability:

If any term of provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

17. No Third Party Beneficiaries:

Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity not a Party to this Agreement, unless otherwise expressly set forth herein.

18. Successor and Assigns:

Subject to paragraph 13, this Agreement shall inure to the benefit of each of the Parties' successors and assigns.

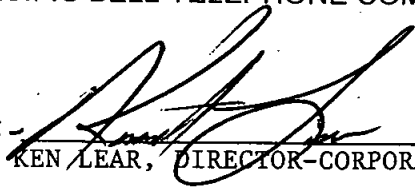
19. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed on the date first shown above.

PACIFIC BELL TELEPHONE COMPANY

Date: 06-28-2004

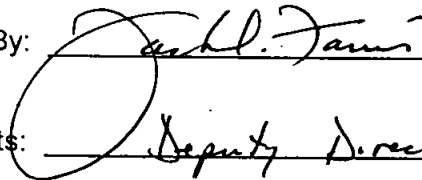
By: 

KEN LEAR, DIRECTOR-CORPORATE REAL ESTATE

Its: _____

THE CITY OF SAN DIEGO

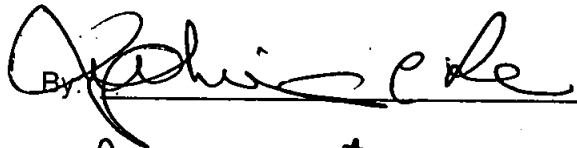
Date: 9-15-04

By: 

Its: Deputy Director

THE VIETNAMESE FEDERATION OF SAN DIEGO

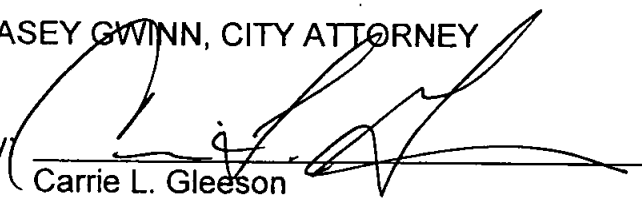
Date: Sept 13, 2004

By: 

Its: President

APPROVED as to form and legality this 16th day of September, 2004.

CASEY GWINN, CITY ATTORNEY

By: 

Carrie L. Gleeson
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

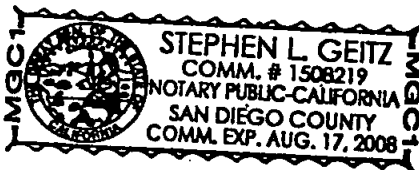
County of San Diego } ss.

On September 16, 2004, before me, Stephen L. Geitz, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jack D. Farris
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.

Stephen L. Geitz
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:

Reciprocal Access Agreement

Document Date:

9/16/2004

Number of Pages:

14

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

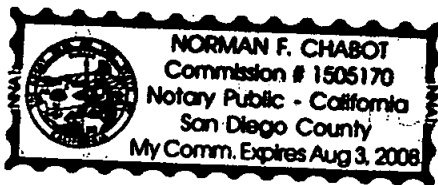
County of SAN DIEGO

SS.

On SEPTEMBER 13, 2004 before me, NORMAN F. CHABOT, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared NGHIEP C. LE

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.

Signature of Notary Public

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: RECIPROCAL ACCESS AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

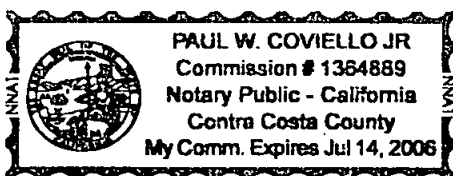
County of Contra Costa } ss.

On June 28, 2001 before me, Paul W. Coviello, Jr. Notary Public

personally appeared Ken Lear Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

Paul W. Coviello Jr.
 Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

EXHIBIT "A"

**PACIFIC BELL PROPERTY
A.P.N. 427-060-22**

PARCEL 1:

The Southerly 78.28 feet, measured along the Southeasterly line thereof, of that portion of Lot 4 of the subdivision of the East half of Pueblo Lot 1215, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 690, filed in the Office of the County Recorder of San Diego County, October 31, 1891, lying Easterly of the Southeasterly line of Linda Vista Road, 50 feet wide, as conveyed to the City of San Diego for street purposes by deed dated July 7, 1917 and recorded in Book 735, Page 442 of Deeds, records of San Diego County, and lying Northwesterly of the Northwesterly line of the State Highway right of way, 200 feet wide, known as "Cabrillo Highway," as said highway right of way is described in deed to the State of California, recorded September 12, 1941, as File No. 55951, in Book 1242, Page 186 of Official Records.

EXCEPTING THEREFROM that portion lying Easterly of and contiguous to the following described line:

Beginning at a point on the Southerly line of said Lot 4, as shown on said Map No. 690, distant along said Southerly line, North 89°04'34" West, 31.74 feet from said Westerly line of State Highway XI-SD-77-SD; thence North 12°51'20" East, 153.32 feet; thence North 07°42'37" East, 146.07; thence North 19°14'00" East, 377.82 feet to the Northerly line of Lot 3, as shown on said Map No. 690, distant along said Northerly line North 89°04'34" West, 59.49 feet from said Westerly line of State Highway XI-SD-77-SD.

PARCEL 2:

Lot 1 of Linda Vista Heights Subdivision, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 3576, filed in the Office of the County Recorder of San Diego County, December 28, 1956.

EXCEPTING THEREFROM that portion of said Lot 1 as conveyed to the State of California by deed recorded April 27, 1965 as File No. 74120 of Official Records, described as follows:

Beginning at the Northeasterly corner of said Lot 1; thence along the Easterly line of said Lot 1, South 17°33'53" West, 49.23 feet; thence leaving said Easterly line, North 34°01'00" West, 37.01 feet; thence North 12°51'20" East, 17.20 feet to the

PARCEL 2 - Continued

Northerly line of said Lot 1; thence along said Northerly line South 89°04'34" East, 31.74 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM that portion of Lot 1 of said Linda Vista Heights Subdivision as conveyed to the State of California by deed recorded March 29, 1971 as File No. 59315 of Official Records, described as follows:

Beginning at the most Southerly point of Parcel 1 described in said deed to the State of California recorded April 27, 1965 as File No. 74120 of Official Records, said most Southerly point being 100.00 feet left at right angles to the Department of Public Works Engineer's Station 217+46.00 on the "CB" Line; thence South 17°33'53" West, 24.00 feet; thence North 14°06'37" West, 55.22 feet to the Southwesterly corner of said Parcel 1; thence South 34°01'00" East, 37.01 feet along the Southwesterly boundary of said Parcel 1 to the Point of Beginning.

As shown on Exhibit "A1" attached hereto and by this reference made a part hereof

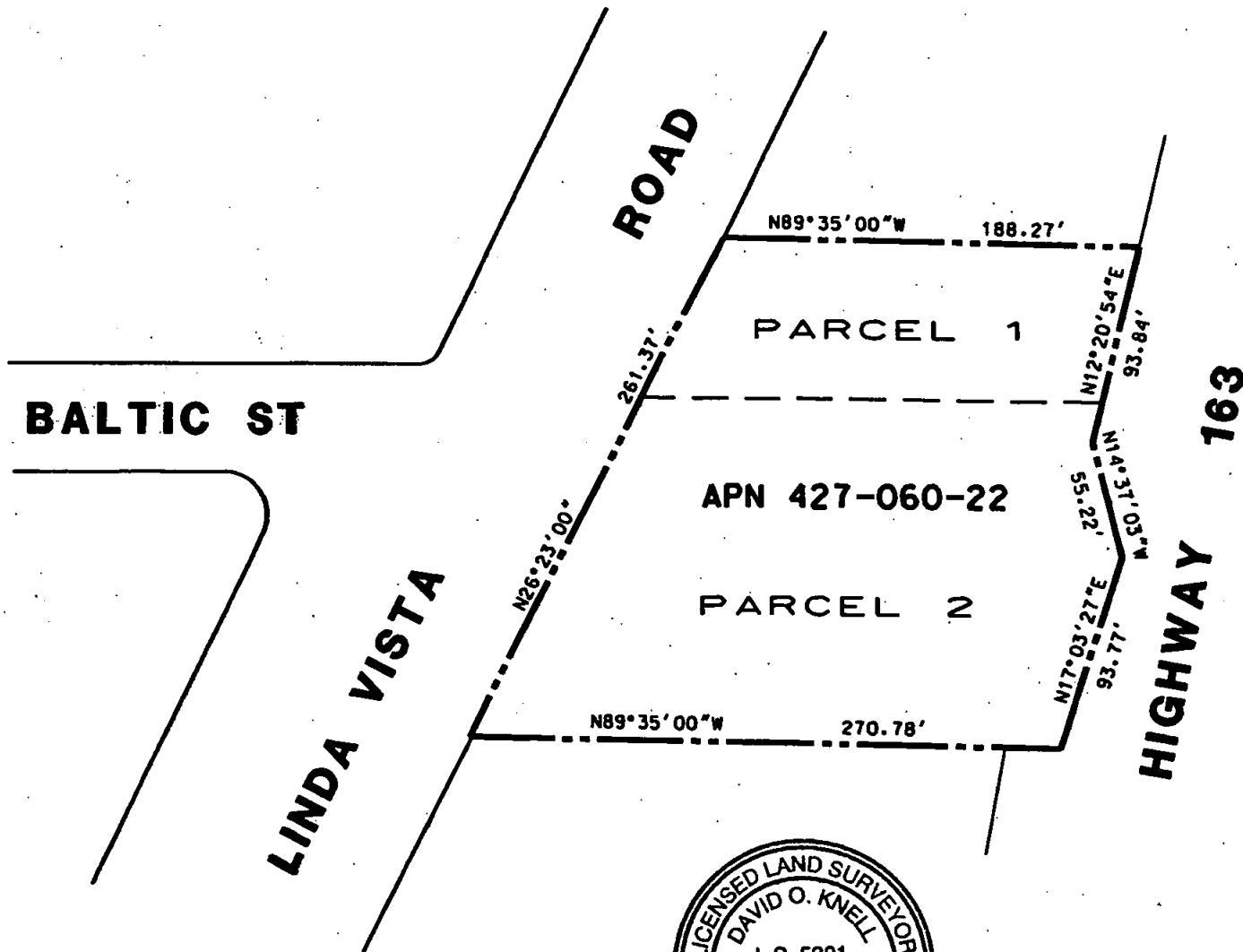
Prepared under my supervision:

David O. Knell 5-10-04
David O. Knell PLS 5301 Date

C:\wpdocs\lindavista.doc
April 16, 2004



EXHIBIT "A1"



David O. Knell



NOTE: BEARINGS AND DISTANCES CALCULATED FROM RECORD DATA

SCALE 1"= 80'	DATE APR 20, 2004
DRAWN BY D. BEYERBACH	EXHIBIT A.DGN
CHECKED BY D. KNELL	PACBELL/LINDA VISTA

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

EXHIBIT "B"

**THE CITY OF SAN DIEGO AND
THE VIETNAMESE FEDERATION OF SAN DIEGO PROPERTY
A.P.N. 427-060-23**

PARCEL 3A:

Lot 1 of Vista View Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5373, filed in the Office of the County Recorder of San Diego County, April 20, 1964.

PARCEL 3B:

That portion of Parcel "A" of said Vista View Unit No. 1, described as follows:

Beginning at the Southwest corner of said Parcel "A" thence along the following numbered courses:

1. Along the Southerly line of said Parcel "A", South 89°04'34" East, 22.31 feet;
2. Parallel to the Westerly line of said Parcel "A", North 10°29'23" East, 81.13 feet to the Northerly line of said Parcel "A";
3. Along said Northerly line North 89°04'34" West, 22.31 feet to the Northwest corner of said Parcel "A";
4. Along the Westerly line of said Parcel "A", South 10°29'23" West, 81.13 feet to the Point of Beginning.

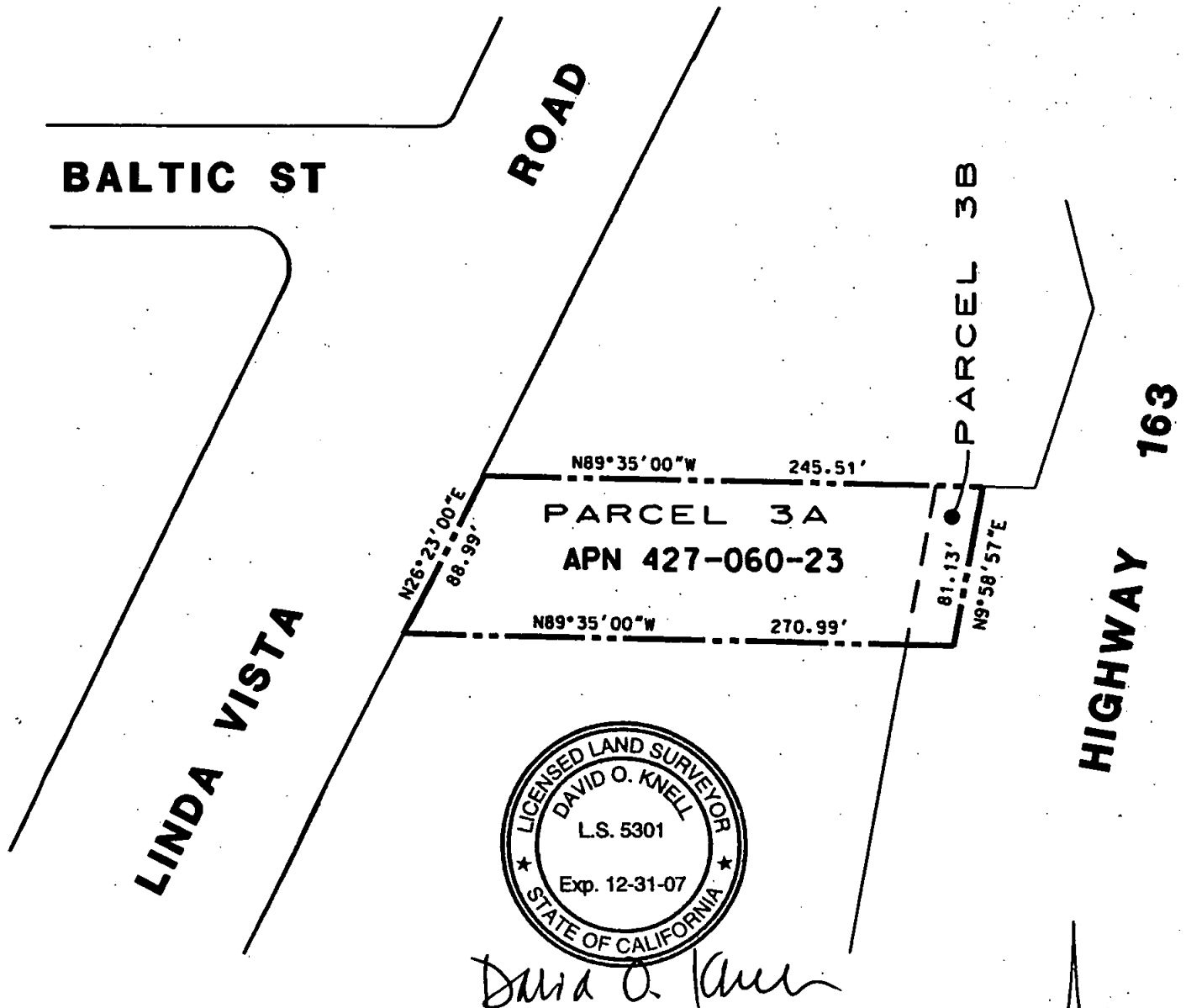
As shown on Exhibit "B1" attached hereto and by this reference made a part hereof

Prepared under my supervision:

David O. Knell 5-10-04
David O. Knell PLS 5301 Date



EXHIBIT "B1"



NOTE: BEARINGS AND DISTANCES CALCULATED
FROM RECORD DATA

SCALE 1"= 80'	DATE APR 20, 2004
DRAWN BY D. BEYERBACH	EXHIBITB.DGN
CHECKED BY D. KNELL	PACBELL/LINDA VISTA

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

EXHIBIT "C"

RECIPROCAL ACCESS Portions of A.P.N. 427-060-22,23

That portion of Lot 1 of Linda Vista Heights Subdivision, in the City of San Diego, County of San Diego, State of California, according to map thereof No. 3576, filed in the Office of the County Recorder of San Diego County, December 28, 1956, and that portion of Lot 1 of Vista View Unit No. 1, in the City of San Diego, County of San Diego, State of California, according to Map thereof No. 5373, filed in the Office of the County Recorder of San Diego County, April 20, 1964, described as follows:

Beginning at the intersection of the southeasterly line of Linda Vista Road, having an easterly half width of 50 feet, and a line parallel with and 21.00 feet northerly of the southerly line of said Lot 1 of Linda Vista Heights Subdivision; thence easterly along said parallel line, South 89°35'00" East, 209.34 feet; thence South 00°25'00" West, 26.00 feet to a line parallel with and 5.00 feet southerly of said southerly line, also being the Northerly line of said Lot 1 of Vista View Unit No. 1; thence parallel with said northerly line, North 89°35'00" West, 30.00 feet to the beginning of a curve, concave southeasterly and having a radius of 20.00 feet; thence westerly and southerly along said curve, 31.42 feet through a central angle of 90°00'00"; thence South 00°25'00" West, 23.00 feet; thence North 89°35'00" west, 20.00 feet; thence North 00°25'00" East, 23.00 feet to the beginning of a curve concave southwesterly and having a radius of 20.00 feet; thence northerly and westerly along said curve 31.42 feet through a central angle of 90°00'00"; thence parallel with said northerly line, North 89°35'00" West, 130.89 feet to the southeasterly line of said Linda Vista Road, having an easterly half width of 51 feet; thence along said southeasterly line, North 26°23'00" East, 5.56 feet to said southerly line of Lot 1 of Linda Vista Heights Subdivision; thence along said southerly line, North 89°35'00" West, 1.11 feet to said first mentioned southeasterly line of Linda Vista Road; thence along said southeasterly line, North 26°23'00" East, 23.36 feet to the Point of Beginning.

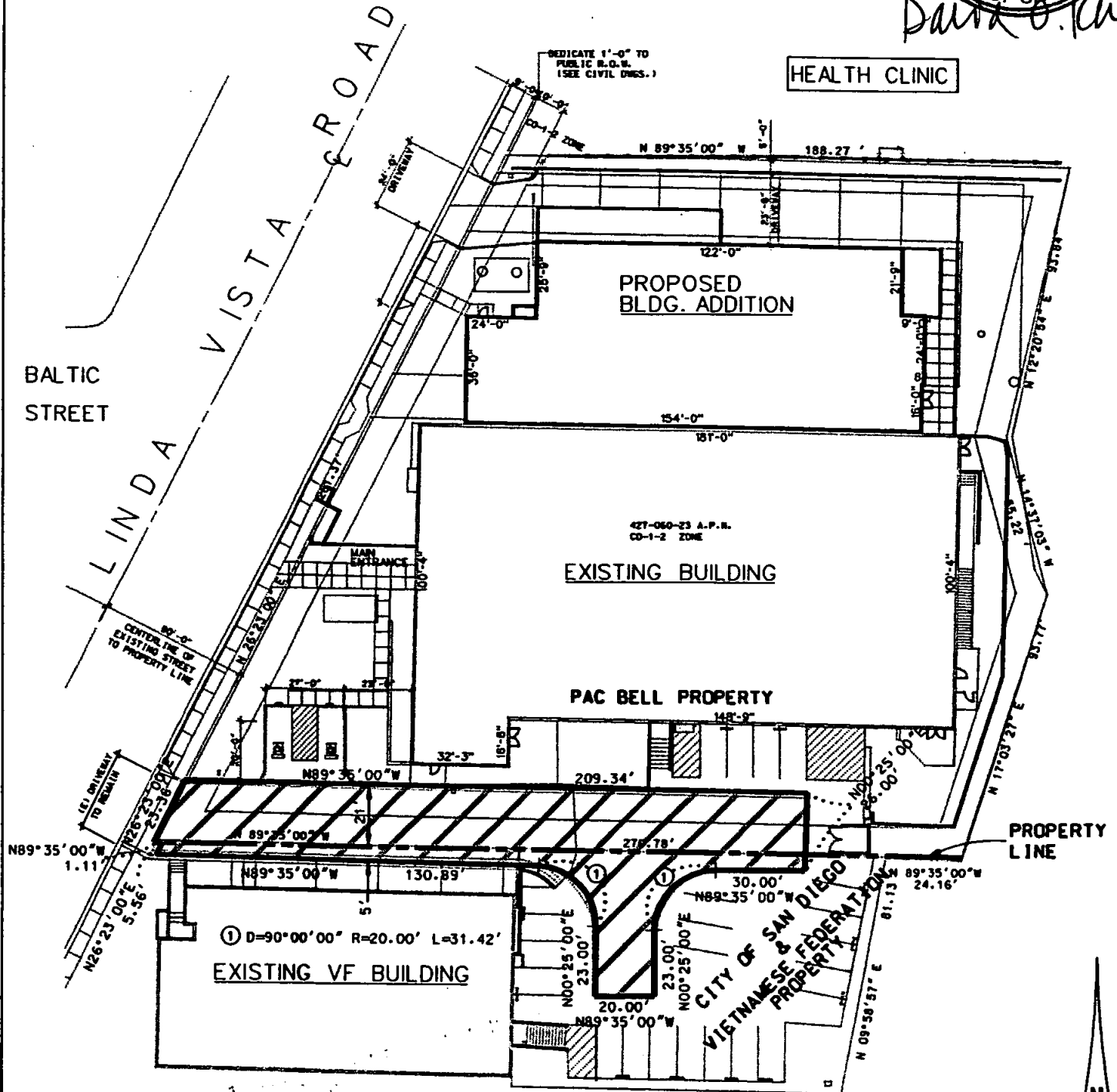
As shown on attached Exhibit "C1" attached hereto and by this reference made a part hereof

Prepared under my supervision:

David O. Knell 5-10-04
David O. Knell PLS 5301 Date



EXHIBIT "C"



INDICATES AREA OF RECIPROCAL ACCESS



WILLDAN
ENGINEERS • PLANNERS
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CA. 91746-3497
(562) 908-6200

SCALE 1" = 50'	DATE MAY 15, 2004
DRAWN BY D. BEYERBACH	EXHIBITC.DGN
CHECKED BY D. KNELL	PACBELL/LINDAVISTA

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

GJ Smith
GREGORY J. SMITH
Assessor/Recorder/Clerk
San Diego County, California

SEP 17 2004

Bernhardt 5/17
(R-99-700)

RESOLUTION NUMBER R- **291123**

ADOPTED ON **JAN 11 1999**

BE IT RESOLVED, by the Council of The City of San Diego, that the City Auditor and Comptroller is authorized to expend an amount not to exceed \$40,000 from CDBG Fund Nos. 18533 and 18534 to acquire an additional 15% interest in the Vietnamese Center property located at 7833 Linda Vista Road between Aero Drive and Mesa College Drive.

APPROVED: CASEY GWINN, City Attorney

By *Prescilla Dugard*
Prescilla Dugard
Deputy City Attorney

PD:cdk
12/14/98
Or.Dept:REA
Job:522392
Aud.Cert.9900652
R-99-700

(R-96-877)

RESOLUTION NUMBER R-286924

ADOPTED ON FEBRUARY 12, 1996

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the Vietnamese Federation of San Diego, for design and renovation of its facility at 7833 Linda Vista Road, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR-286924.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$29,000 from CDBG Fund 18531, Dept. 4082, J.O. 112596, is hereby authorized, solely and exclusively for the purpose of providing funds for the above project.

APPROVED: JOHN W. WITT, City Attorney

By

John K. Riess
Senior Deputy City Attorney

JKR:pev
01/30/96
Aud.Cert:9600798

Or.Dept:Eng.
R-96-877

Form=r.auagr