

City of Del Mar

AND WHEN RECORDED MAIL TO:

City Clerk
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014

FOR THE BENEFIT OF THE CITY

MAR - 3 1997

DEL MAR CITY CLERK

1202

2.698A

DOC # 1997-0061051
10-FEB-1997 03:54 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY SMITH, COUNTY RECORDER
FEES: 0.00
OCNA

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT DEED

DOCUMENTARY TRANSFER TAX \$ 0

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at time of sale.

[Signature] City of Del Mar
 Signature of Declarant or Agent Determining Tax. Firm Name

FOR VALUABLE CONSIDERATION, receipt of which if acknowledged, I (We), _____ (name of grantor (s))

Del Mar Union School District

grant to City of Del Mar, a Municipal Corporation (name of grantee (s))

an easement situated in the City of Del Mar

(or in an unincorporated area of) San Diego County, California, (name of County)

described as follows:

A public pedestrian and drainage easement with the right of ingress and egress for the construction, operation, upgrade, and maintenance of pedestrian access and drainage infrastructure, reserving however to the owner, a fee underlying said easement granted and continued use of said real property, subject to the following conditions: the erecting of permanent buildings, masonry walls, and other structures, or the construction of surface improvements other than asphalt concrete, or the changing of the surface grade, or the planting or growing of trees and shrubs, or the installation of privately owned pipelines shall be prohibited unless an Encroachment Permit is first obtained from the City of Del Mar, over that portion of the property described and shown on "Exhibit A" and "Exhibit B" attached hereto and made a part hereof.

Assessor's parcel No. 300-200-01

Executed on January 29, 1997, at Del Mar, California (City and State)

STATE OF CALIFORNIA

COUNTY OF San Diego } SS

On this 29th day of January, in the year 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Harrison

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name RS subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal

[Signature]
 Notary Public in and for said State.

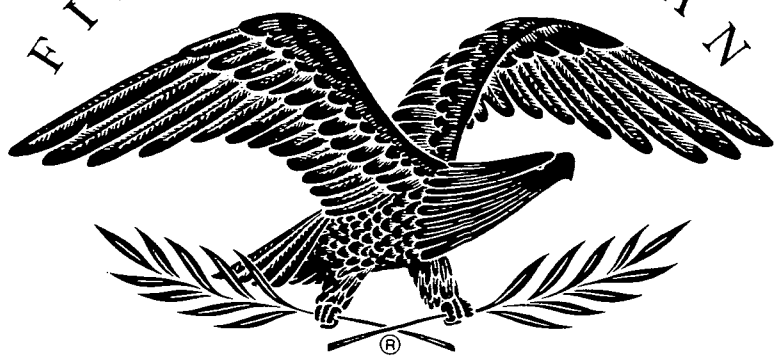
(This area for official notarial seal)

MAIL TAX STATEMENTS TO

NAME ADDRESS ZIP

JPA PA109-3/95

Before you use this form, read it, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Waivants makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.



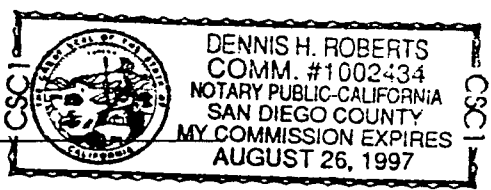
STATE OF CALIFORNIA } ss.
COUNTY OF San Diego

On January 29, 1997, before me, Dennis H. Roberts,
personally appeared Robert L. Harriman

_____, 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.

Signature *Dennis H. Roberts*



(This area for official notarial seal)

Title of Document	Easement Deed		
Date of Document	January 29, 1997	No. of Pages	One (1)
Other signatures not acknowledged	None		

LEGAL DESCRIPTION

Easement affects the following portions of land:

A portion of lots 1, 2, and 3 in Block twenty-nine, in Del Mar, County of San Diego, State of California, according to Map no. 368 filed in office of the County Recorder of San Diego County October 7, 1885.

Also a portion of that tract of land granted to the California Southern Railroad Company for right of way under provision of the Act of Congress of March 3, 1875 (18 Statute 428), lying between the Southerly line of Del Mar, according to above referenced Map no. 368, and the Northerly line of 9th Street as shown on said Map, all in the City of Del Mar.

Also that portion of the 150 foot strip of land lying Easterly of and adjacent to the East line of said tract of land granted to the California Southern Railroad Company for right of way.

Boundary of said easement is described as follows:

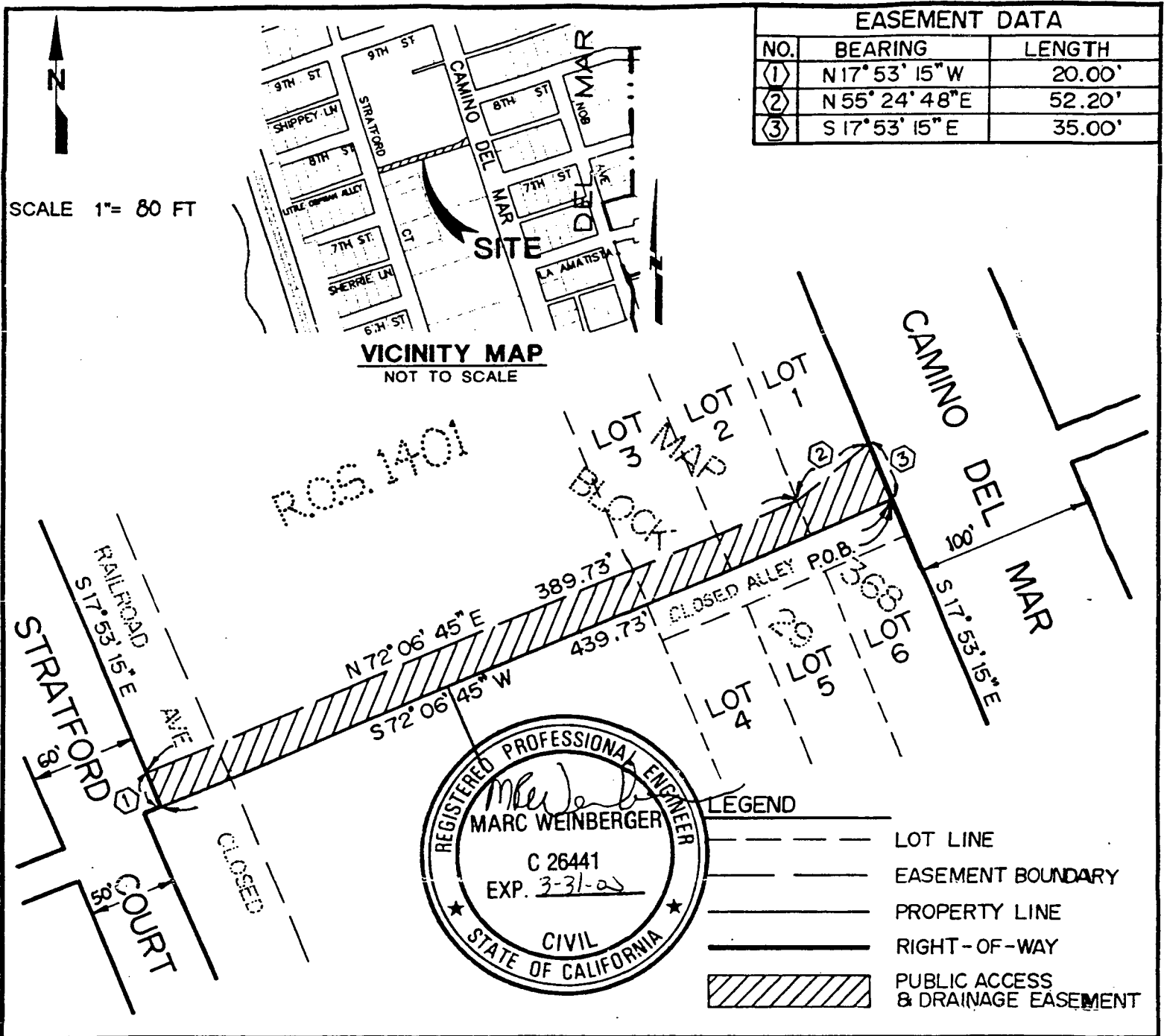
Beginning at the southeast corner of lot 1 of Map no. 368 filed in office of the County Recorder of San Diego County October 7, 1885, said point being the Point of Beginning, thence along the southerly lot line of said lot 1 S72°06'45"W a distance of 439.73 feet to the easterly boundary of Stratford Court (formerly Railroad Avenue), thence N17°53'15"W a distance of 20 feet along said boundary, thence N72°06'45"E a distance of 389.73 feet, thence N55°24'48"E a distance of 52.20 feet to the westerly boundary of Camino Del Mar, thence S17°53'15"E a distance of 35 feet along said boundary to the Point of Beginning.

Area of said easement is approximatley 9670 square feet or .22 acres



EXHIBIT
CITY OF DEL MAR
DEPARTMENT OF PLANNING
PLAT

1205



Owner DEL MAR UNION SCHOOL DISTRICT
 Phone no. (619) 755-9301
 This plat was prepared with my knowledge and consent _____

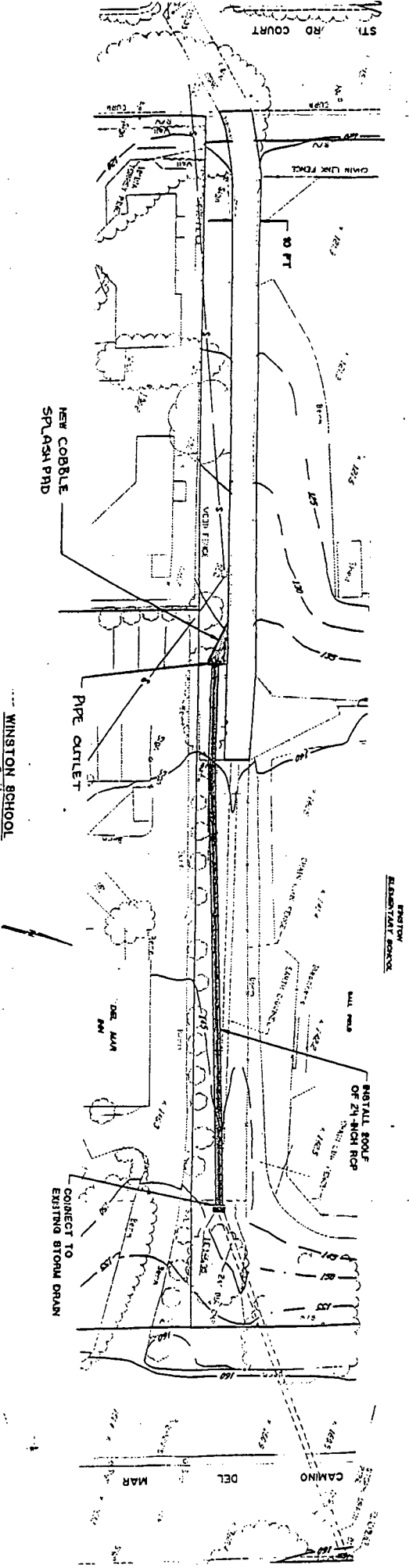
Address 225 NINTH STREET
 City DEL MAR, CA Zip 92014-2716

signature _____

Applicant N/A
 Address _____
 City _____ Zip _____
 Phone number _____

Map prepared by JOHN POWELL & ASSOC., INC.
 Address 175 CALLE MAGDALENA, SUITE 101
 City ENCINITAS, CA Zip 92024
 Phone number (619) 753-1120
 R.C.E. or L.S. no. _____

1206



1206

CITY OF DEL MAR
1996 Street Resurfacing and Drainage Plan

STORM DRAIN AND PUBLIC PEDESTRIAN
ACCESS EASEMENT INDEMNITY AGREEMENT

This STORM DRAIN AND PUBLIC PEDESTRIAN ACCESS INDEMNITY AGREEMENT ("Agreement") is entered into this day of November 1, 1996, by and between the City of Del Mar, a municipal corporation, hereinafter referred to as CITY, and the Del Mar Union School District of San Diego County, California, a political subdivision in the State of California, herein referred to as DISTRICT.

R E C I T A L S:

DISTRICT plans to execute an easement deed to facilitate CITY's construction of a storm drain and to allow public pedestrian access to a parcel of property owned by DISTRICT.

NOW, THEREFORE, CITY and DISTRICT do mutually agree as follows:

1. Term. This Agreement shall be effective on November 1, 1996 and shall continue until expiration or termination of the easement deed between the parties.

2. Property. Real property covered by this Agreement shall consist of the DISTRICT-owned site described in Assessor's Parcel No. 300-200-01 to be used by CITY for construction and maintenance of a storm drain and to allow public pedestrian access, the legal description for which is set forth in Exhibit "A" (hereinafter, "the site").

3. Indemnity. CITY agrees to indemnify DISTRICT, its officers, agents and employees and hold them harmless from any and all:

3.1 Liability resulting from any and all claims, demands, damages, lawsuits, and all other liability, including costs and attorney fees, relating to the design, construction, operation, upgrade, maintenance and/or use of the pedestrian access and drainage infrastructure, including but not limited to those resulting from increased or diverted drainage;

3.2 Any and all damages resulting from or arising out of increased or diverted drainage onto or off of District property resulting from the design, construction, operation, upgrade, maintenance and/or use of the pedestrian access and drainage infrastructure;

3.3 Any and all damages resulting from or arising out of increased or diverted drainage onto or off of City property resulting from the design, construction, operation, upgrade, maintenance and/or use of the pedestrian access and drainage infrastructure;

3.4 Any and all costs and expenses associated with, resulting from, or arising out of the construction, operation, upgrade and/or maintenance of the pedestrian access and drainage infrastructure, including but not limited to those arising out of any defect in that structure; and

3.5 Any and all costs and expenses associated with, resulting from, or arising out of provision of any construction, repair to and/or maintenance of the existing concrete driveway needed as a result of drainage from the new storm drain, and any costs associated with any such construction, repair and/or maintenance.

3.6 CITY's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages, costs, or expenses that arise out of DISTRICT's directions or orders to CITY, DISTRICT's requirements imposed on CITY, DISTRICT's violation of law or DISTRICT's sole active negligence.

4. Record. This Agreement shall be publicly recorded to give notice of its existence and the covenant contained herein shall run with the land.

5. Choice of Law. This Agreement shall be interpreted and enforced in accord with the laws of the State of California. This Agreement shall be deemed made and entered into in the City of Del Mar.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and no other written or oral representation or agreement shall have any force or effect unless reduced to writing and signed by the parties hereto and their duly-authorized representatives. This Agreement terminates, supersedes and replaces any prior written or oral agreement between DISTRICT and CITY with respect to the site.

7. Severability. In the event any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, condition, provision or agreement herein contained.

8. Administration of Agreement; Notices. Any

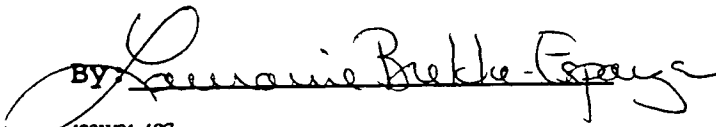
communication regarding to the terms or conditions or any changes thereto or notice(s) provided for by this Agreement or by law required to be given or served upon DISTRICT may only be given or served by certified or registered letter deposited in the United States mail, return receipt requested and postage prepaid, and addressed to Del Mar Union School District at 225 Ninth Street, Del Mar, California, 92014-2716, Attention: Superintendent, or by personal service upon DISTRICT or any person hereafter authorized by DISTRICT to receive such notice. Any communication regarding the terms or conditions or any changes thereto or notice(s) provided for by this Agreement or by law required to be given or served upon CITY may only be given or served by certified or registered letter deposited in the United States mail, return receipt requested and postage prepaid, and addressed to City of Del Mar at 1050 Camino del Mar, Del Mar, California, 92014-2698, Attention: City Clerk, or by personal service upon CITY or any person hereafter authorized by CITY to receive such notice. Any notice(s) given or served as provided herein shall be effectual and binding for all purposes, upon the principles of the parties so served, upon personal service or three (3) business days after mailing in the manner required herein.

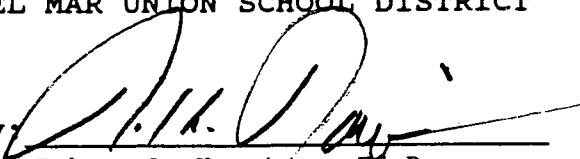
IN WITNESS WHEREOF, this Agreement is executed by the City of Del Mar, acting by and through its City Clerk pursuant to Resolution No. 96-68, authorizing such execution, and by the Del Mar

Union School District, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF DEL MAR

DEL MAR UNION SCHOOL DISTRICT

BY: 
423W91.403

By: 
Robert L. Harriman, Ed.D.
Superintendent